NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
July 22, 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 – 40)

3. Discuss, consider and take appropriate action on a line item transfer for the Veterans Court Program and Drug Court Program.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100.0382.004100	Professional Services	$28,000.00
From	0100.0383.004001	Contract Services for Offender	$28,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	$100,000.00

To	0100.0492.005742	Voting Equipment	$100,000.00

5. Discuss, consider, and take appropriate action on a line item transfer for Emergency Medical Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >5,000	$30,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$30,000

6. 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 acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,531.90
	0546.0546.003670	Use of Donations	$87,182.08
	0546.0546.004100	Professional Services	$3,917.10
	0546.0546.004105	Foster Home Care	$1,241.73
	0546.0546.004231	Travel	$4,347.18
	0546.0546.004232	Training	$139.10
	0546.0546.004509	Facility Enhancements	$127.52
	0546.0546.004975	Animal Medical Care	$52.17

7. 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 acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount

	0546.0000.361300	Interest, Investments	$13,536.44
	0546.0000.367404	Animal Shelter Donations	$75,205.73
	0546.0000.367440	Jane's Fund Donations	$3,379.00
	0546.0000.367442	Play Yard Donations	$110.00
	0546.0000.367443	Heart Worm Trmt Donations	$45.00
	0546.0000.367445	SIT Team Donations	$120.00
	0546.0000.367447	Animal Transport Donations	$3,750.00
	0546.0000.367448	Kitten Care Donations	$1,071.15
	0546.0000.370150	Sales of Pet Care Products	$1,321.46

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003303	Oil,Grease	$30,000
To	0882.0882.003523	Parts	$30,000

9. Discuss, consider, and take appropriate action to acknowledge line item transfers of $1,000 or less completed by the County Auditor during April 2025 to June 2025 (FY25 3rd Quarter).

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

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

12. Discuss, consider, and take appropriate action on awarding RFP #25RFP31 As Needed Temporary Labor Services Backup Master Service Agreement to Infostride, Inc. for Williamson County.

13. Discuss and consider, and take appropriate action on approving the Services and Goods Contract #2025304 between Williamson County and Irwin Enterprises, LLC dba Spice of Life for the Williamson County Fit for Life/Health & Lifestyle Expo in the amount of $13,500.00 and authorizing the execution of the service contract.

14. Discuss, consider, and take appropriate action on entering into an Interlocal Agreement (ILA) #2025303 with the Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines, in the amount of $8,048.56, and authorizing the execution of the Agreement.

15. Discuss, consider, and take appropriate action to ratify a License Use Agreement allowing the Federal Emergency Management Agency to utilize a classroom at the Williamson County EMS Building for a Disaster Recovery Center (DRC).

16. Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from VCA Charities.

17. Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from Best Friends Animal Society.

18. Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from MuttNation Foundation.

19. Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from Petco Love.

20. Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from Nemec Abbott Foundation.

21. Discuss, consider, and take appropriate action to approve the Goods and Services Contract #2025291 between Williamson County and Dell Technologies for hardware, installation, and new firewall in the amount of $49,273.00 and authorize the execution of the contract pursuant to DIR Contract #DIR-TSO-3763.

22. Discuss, consider, and take appropriate action to approve the Service Order and Contract #2025299 between Williamson County and Astound Business Solutions, LLC for the installation of an internet connection for the Williamson County Jail located at 306 W 4th Street, Georgetown, Tx 78626, in the amount of $880.00, pursuant to TIPS Cooperative Contract #230105, and authorizing the execution of the service order.

23. Discuss, consider, and take appropriate action on approving Purchase #2025302 between Williamson County and GTS Technology Solutions Inc. for the replacement body-worn cameras to replace broken and unserviceable cameras for law enforcement personnel, in the total amount of $71,662.05, pursuant to DIR contract #DIR-CPO-4967 and authorizing the purchase.

24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a non-binding Letter of Intent (LOI) to Silsbee Fleet Group, specifically Lake Country Chevrolet and Silsbee Ford, to secure inventory from the fleet vehicle order banks and authorize execution of the LOI.

25. Discuss, consider, and take appropriate action on formally closing and rejecting proposals submitted for RFP #25RFP54 for Fire and Safety Maintenance Services, Inspection and Testing due to budget restraints and authorize the Purchasing Agent to advertise and receive sealed proposals under RFP #25RFP72.

26. Discuss, consider, and take appropriate action on approving the Master Service Agreement No. 2025290 with Trusco Inc. DBA Russell Glass Company and Williamson County for Glass Repair/Replacement in the not-to-exceed amount of $19,500.00 and authorize the execution of the agreement.

27. Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 12 to the Ronald Reagan Corridor Segment D contract executed May 19, 2020, between Williamson County and Surveying and Mapping, LLC, relating to the 2019 Road and Bridge Program. Project: P673 and P674 Fund Source: Road and Bridge

28. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the On-Call Surveying Services contract executed on March 19, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road and Bridge Program. Project: P457 Fund Source: Road and Bridge

29. Discuss, consider, and take appropriate action on Supplement No. 3 to Work Authorization No. 13 to the Corridor E3/E4 (East Wilco Highway Segment 6) contract executed May 19, 2020, between Williamson County and Surveying and Mapping, LLC, relating to the 2019 Road and Bridge Program. Project: P694 Fund Source: Road and Bridge

30. Discuss, consider and take appropriate action on approval of the final plat for the Schwertner Ranch Phase 5 subdivision – Precinct 4.

31. Discuss, consider, and take appropriate action regarding Change Order No. 24 in the amount of $883,598.55 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: 2019 Road Bond in Commissioners Precinct 4.

32. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Wilco Way contract executed April 16, 2025, between Williamson County and American Structurepoint, Inc., relating to the Road and Bridge Program. Project: P640 Fund Source: Road and Bridge.

33. Discuss, consider, and take appropriate action on Supplement No. 6 to Work Authorization No. 1 to the Corridor I2 contract executed March 10, 2020, between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program. Project: P344 Fund Source: Road Bonds

34. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Corridor I2 contract executed March 10, 2020, between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program. Project: P344 Fund Source: Road Bonds

35. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Schultz Lane contract executed April 16, 2025, between Williamson County and The Estes Group, LLC relating to the 2023 Road Bond Program. Project: P656 Fund Source: Road Bonds

36. Discuss, consider, and take appropriate action on Supplement No. 6 to Work Authorization No. 1 to the Corridor A2 (FM 3349 to SH 95) contract executed on August 17, 2023, between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program. Project: P628 Fund Source: LTP Corridor Program.

37. Discuss, consider, and take appropriate action on Supplement No. 4 to Work Authorization No. 2 to the Pond Springs Road Drainage Improvements contract executed on March 19, 2019, between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P309 Fund Source: Road Bonds

38. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 13 to the Utility Coordination Services (Corridor Program) contract executed July 16, 2019, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the LTP Corridor Program. Project: On-Call Fund Source: LTP Corridor

39. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 15 to the Utility Coordination Services (2023 Road Bond Program) contract executed July 16, 2019, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Road Bond Program. Project: On-Call Fund Source: Road Bonds

40. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 16 to the Liberty Hill Bypass Fire Line contract executed July 16, 2019, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Wilco Bldg Fire line (Liberty Hill Water Line). Project: 501A/501P Wilco Bldg Fire Line (Liberty Hill Water Line) Fund Source: Facilities

REGULAR AGENDA

41. Discuss, consider and take appropriate action on the annual update from the Williamson County Economic Development Partnership.

42. Hear updates and recognize the contributions from various agencies in relation to the severe flooding event experienced in Williamson County, Texas on July 5, 2025, including, but not limited to:

- Emergency Management
- Central Texas Community Foundation

43. Deliberate, discuss, consider, receive information and take any appropriate action on public health and safety-related matters, issues, business and concerns resulting from or pertaining to the severe flooding event experienced in Williamson County, Texas on July 5, 2025, including but not limited to:

*Compensation for salaried exempt employees pursuant to Section IV. Catastrophic Event Pay of the Budget Order and Section 02.05 (Overtime) of the Employee Policy Manual, and
*Debris management and disposal.

44. Discuss, consider and take appropriate action on advertising and set a date for the public hearing on the 2025-2026 County budget for Tuesday, August 26th, 2025 at 9:30 AM.

45. Discuss and take appropriate action on the proposed amendment to the FY20 Community Development Block Grant (CDBG) Action Plan project allocation.

46. Discuss, consider and take appropriate action when giving program manager, Kitchell/CEM, direction on Phase I of the Jail/Justice program plan.

47. Discuss, consider, and take appropriate action on a policy exception to facilitate filling a position in Emergency Medical Services.

48. Discuss, consider, and take appropriate action on the Authorized Use Agreement between Williamson County and the University of Texas-Austin.

49. Discuss, consider, and take appropriate action on awarding RFP #25RFP43 Virtual Reality Training Systems to Street Smarts VR, Inc., in the amount of $131,750.00, and authorizing the execution of the agreement.

50. Discuss, consider and take appropriate action on the 2nd Amendment to the Standard Agreement with Local Governmental Entities regarding off-duty contracting of County Sheriff's Deputies by and between Brushy Creek Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to the 2nd Amendment to the vehicle reimbursement amount.

51. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 25-1168-C368; Brandon Rockett v. Leon Tran, et al.; In the 368th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

52. Discuss, consider and take appropriate action on a Real Estate Professional Consulting Services Agreement between Williamson County, Texas and Brinegar Interests LLC D/B/A Brinegar Properties; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

53. Discuss, consider, and take appropriate action on awarding RFP #25RFP31 Temporary Labor Services Primary Master Service Agreement to the best proposer, Openwork, LLC. for Williamson County.

54. Discuss, consider, and take appropriate action on awarding RFP#25RFP40 to Tri-Point Refrigeration, Inc. for as needed Refrigeration Appliance Repairs and Maintenance Services for Facilities, in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00), and authorize execution of this Master Service Agreement.

55. Discuss, consider, and take appropriate action on approving Purchase #2025301 between Williamson County and NETSYNC for Cisco Flex Enterprise Maintenance in the total amount of $102,998.40 per year for four (4) years pursuant to DIR contract #DIR-CPO-5347.

56. Discuss, consider, and take appropriate action on authorizing the extension of Contract #22RFP106 for Integrated Pest Management Services with Pest Management, Inc. (Hill County Pest Control), for the same terms and conditions as the existing contract, except for incorporation of the amended Pest Management Compensation Fees and updated County facility locations.

57. Receive a status update and presentation for Facilities Management Department Projects.

58. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025305 between Williamson County and The Brandt Companies, LLC for the Central Texas Treatment Center (CTTC) Building Automation System (BAS) in the not-to-exceeding amount of One Hundred Fifty-Seven Thousand Nine Hundred Seventy-Four Dollars and Twenty Cents ($157,974.20) pursuant to Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

59. Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Design and Engineering Services between Williamson County and Levy Dykema being dated May 6th, 2025 related to the Lake Creek Annex project.

60. Discuss, consider, and take appropriate action on Amendment No. 1 to Supplemental Agreement No. 1 to the Agreement for Planning, Design & Engineering Services between Williamson County and Parkhill, Smith & Cooper, Inc. dated March 19th, 2024, relating to Exposition Center - West Arena New.

61. Receive and acknowledge approval of Change Order No.1 from Environmental Logistics Co, LLC for the Williamson County Sheriff's Office Firing Range Lead Remediation project in the amount of $10,800.00, which was approved by Williamson County Sr. Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

62. Discuss, consider, and take appropriate action on Amendment No. 2 to the Amendment No. 1 to First Amended and Restated Agreement for Design and Engineering Services between Williamson County and RVE, Inc. dba RVI Planning + Landscape Architecture being dated effective April 23, 2023, related to Brushy Creek Trail Extension Along Hairy Man Rd.

63. Discuss, consider and take appropriate action on Contract Amendment No 3 under Williamson County Contract for Engineering Services between KC Engineering Inc and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

64. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ35 Utility Coordination and Utility Engineering Services to Cobb, Fendley & Associates, Inc., in the maximum amount payable of Five Hundred Thousand Dollars ($500,000.00) for the Road and Bridge Department, and authorizing execution of this agreement.

65. Discuss, consider, and take appropriate action on approving a license agreement with Williamson County MUD No. 12 for the Rancho Sienna Subdivision.

66. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, OP III ATX Georgetown 220, LP, and the proposed Williamson County Municipal Utility District No. 60.

67. Discuss, consider and take appropriate action on awarding IFB #25IFB64 Skyview Drive Bridge to the lowest and best bidder, Patin Construction, for an amount not-to-exceed $1,522,460.00, and authorizing execution of the agreement. The funding source is P708.

68. Discuss, consider and take appropriate action on awarding IFB #25IFB63 CR 175 Milling and Inlay to the lowest and best bidder, Asphalt Inc LLC dba Lone Star Paving Company, for an amount not-to-exceed $1,608,109.35 and authorizing execution of the agreement.

69. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ35 Utility Coordination and Utility Engineering Services to Cobb, Fendley & Associates, Inc., in the maximum amount payable of Eight Million Five Hundred Thousand Dollars ($8,500,000.00) for the Road Bonds Division, and authorizing the execution of the agreement.

70. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Road Bond Environmental On-Call Services contract executed May 9, 2024, between Williamson County and SWCA Environmental Consultants, relating to the 2023 Road Bond Program. Project: On-Call Fund Source: Road Bonds.

71. Discuss, consider and take appropriate action on a rule 11 settlement agreement with The John R. and Barbara S. Casey Living Trust dated Jun 26, 2007 to acquire 0.819 AC needed as right of way on the Bud Stockton extension project (Parcel 9). Funding Source: Bonds P307.

72. Discuss, consider and take appropriate action on an Agreed Final Judgment with M. Reyna Trucking, LLC and First United Bank and Trust Company to acquire the 2.492 AC needed as right of way on the Corridor B bridge project. Funding Source: LTP P457

73. Discuss, consider and take appropriate action on an agreed final judgment with Benjamin Kyle Perry and Wells Fargo Home Mortgage to acquire the 0.604 AC needed as right of way on the CR 255 project (Parcel 25). Funding Source: TANS P588

74. Discuss, consider and take appropriate action on an agreed final judgment with Larry Dean Kemp to acquire the 3.081 AC needed as right of way on the CR 255 project (Parcel 52). Funding Source: TANS P588

75. Discuss, consider and take appropriate action on the First Amendment to the Interlocal Agreement between Williamson County, Texas and the City of Taylor, Texas regarding the Corridor A2 project. Funding Source: Bonds P680

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)."

76. Discuss the following real property matters pursuant to Texas Government Code Section 551.072.

*Discuss the acquisition of a real property site for the potential future site of the Williamson County Justice and Jail Complex.

77. Discuss the following economic development negotiations pursuant to the Texas Government Code Section 551.087:

a. Project Sequoia
b. Project Lunch Lady

78. Discuss the following pending or contemplated litigation, settlement matters and/or other confidential attorney-client legal matters pursuant to the Texas Government Code Section 551.071:

1. 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.

2. Legal matters relating to the Tax Abatement Agreement by and among Williamson County, Texas and Hanwha Advanced Materials America, LLC.

3. Claim No. 03252025-540-422 - auto liability claim by Carol Swank for incident occurring on or about 3/25/2025.

REGULAR AGENDA (continued)

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

80. Comments from Commissioners.

81. 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 18th day of July 2025 at 5:00 pm and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 07/22/2025

Line-Item Transfer to the General Fund Drug Court Program from the General Fund Veterans Court Program

Submitted By: Tanya Kunz, County Court At Law #2

Department: County Court At Law #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Veterans Court Program and Drug Court Program.

Background

The line item transfer is needed in order to pay for client services for the Drug Court Program. Grant funding that was previously funding these client services was not renewed by the granting agency. The budgets for Departments 382 and 383 were done in anticipation of the possible non-renewal of some grants and the amounts needed in each department were estimates.

Fiscal Impact

From/To	Acct No.	Description	Amount
To	0100.0382.004100	Professional Services	$28,000.00
From	0100.0383.004001	Contract Services for Offender	$28,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/15/2025 04:01 PM
Budget Office	Saira Hernandez	07/17/2025 09:41 AM
County Court 2 (Originator)	Tanya Kunz	07/17/2025 12:47 PM
County Judge Exec Asst.	Andrea Schiele	07/17/2025 01:42 PM
Budget Office	Saira Hernandez	07/17/2025 01:51 PM
Form Started By: Tanya Kunz		Started On: 07/15/2025 01:32 PM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 07/22/2025

Line Item Transfer for the Elections Department

Submitted For: Bridgette Escobedo **Submitted By:** Bridgette Escobedo, Elections

Department: Elections

Agenda Category: Consent

Information

Agenda Item

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

Background

A line item transfer is needed to put funds into the correct line item to purchase additional voting equipment to accommodate the new method of voting.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0492.004100	Professional Services	$100,000.00
To	0100.0492.005742	Voting Equipment	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/16/2025 09:54 AM
Budget Office	Saira Hernandez	07/17/2025 10:12 AM
Form Started By: Bridgette Escobedo		Started On: 07/15/2025 09:01 AM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 07/22/2025

LIT to cover vehicle maintenance and repair costs for EMS

Submitted By: John Gonzales, EMS

Department: EMS

Agenda Category: Consent

Information

Agenda Item

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

Background

This LIT is to cover repair costs for ambulances. Due to older ambulances with high miles and a delay in receiving our new ambulances, there has been an increase in maintenance costs for our aging fleet.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-005700	Vehicles >5,000	$30,000
To	0100-0540-004541	Vehicle Repairs & Maintenance	$30,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/14/2025 10:24 AM
Budget Office	Saira Hernandez	07/17/2025 10:04 AM
Form Started By: John Gonzales		Started On: 07/11/2025 01:43 PM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/22/2025

Animal Shelter Donations BA Exp 07.22.25

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 an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional expenditures for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections from April 2025 through June 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0546.003510	Purchases for Resale	$1,531.90
	0546.0546.003670	Use of Donations	$87,182.08
	0546.0546.004100	Professional Services	$3,917.10
	0546.0546.004105	Foster Home Care	$1,241.73
	0546.0546.004231	Travel	$4,347.18
	0546.0546.004232	Training	$139.10
	0546.0546.004509	Facility Enhancements	$127.52
	0546.0546.004975	Animal Medical Care	$52.17

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:07 AM
Form Started By: Ganae Hempe		Started On: 07/16/2025 10:37 AM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/22/2025

Animal Shelter Donations BA Rev 07.22.25

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 an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment acknowledging additional revenues for the Williamson County Regional Animal Shelter Donation Fund.

Background

This is for donation collections from April 2025 through June 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0546.0000.361300	Interest, Investments	$13,536.44
	0546.0000.367404	Animal Shelter Donations	$75,205.73
	0546.0000.367440	Jane's Fund Donations	$3,379.00
	0546.0000.367442	Play Yard Donations	$110.00
	0546.0000.367443	Heart Worm Trmt Donations	$45.00
	0546.0000.367445	SIT Team Donations	$120.00
	0546.0000.367447	Animal Transport Donations	$3,750.00
	0546.0000.367448	Kitten Care Donations	$1,071.15
	0546.0000.370150	Sales of Pet Care Products	$1,321.46

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:07 AM

Form Started By: Ganae Hempe Started On: 07/16/2025 10:17 AM
Final Approval Date: 07/17/2025

Commissioners Court - Regular Session **8.**

Meeting Date: 07/22/2025

07-22-2025 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 major repairs have depleted our parts funds earlier than anticipated for the current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003303	Oil,Grease	$30,000
To	0882.0882.003523	Parts	$30,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:55 AM
Budget Office	Saira Hernandez	07/17/2025 12:17 PM
Form Started By: Edward Pospisil		Started On: 07/17/2025 11:19 AM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/22/2025

Line Item Transfers of $1,000 or Less April 2025 to June 2025 FY25

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

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge line item transfers of $1,000 or less completed by the County Auditor during April 2025 to June 2025 (FY25 3rd Quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LIT FY25 Q3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/14/2025 10:27 AM
Budget Office	Saira Hernandez	07/17/2025 10:04 AM
Form Started By: Kelli Seshiki		Started On: 07/11/2025 04:21 PM
Final Approval Date: 07/17/2025		

FY25 LIT's Equal to or Less Than $1,000 - FY 25 3rd QTR

Dept	*From/To*	*Line #*				*Amount*
EMS	From	01	0100	0540	003001	$1,000.00
	To	01	0100	0540	003107	$1,000.00
WC HISTORICAL COMMISSION PROGRAM	From	01	0636	0636	004350	$63.00
	To	01	0636	0636	003100	$63.00
EMS	From	01	0100	0540	003001	$500.00
	To	01	0100	0540	004500	$500.00
BUDGET	From	01	0100	0491	003010	$37.99
	To	01	0100	0491	004210	$37.99
DEATH INQUEST	From	01	0100	0566	003005	$900.00
	To	01	0100	0566	003110	$900.00
EMERGENCY MANAGEMENT	From	01	0100	0541	003010	$100.00
	To	01	0100	0541	003011	$100.00
EMS	From	01	0100	0540	004212	$550.00
	To	01	0100	0540	004350	$550.00
EMERGENCY MANAGEMENT	From	01	0100	0583	004999	$12.56
	To	01	0100	0583	003010	$12.56
COUNTY ATTORNEY	From	01	0100	0475	004902	$14.00
	To	01	0100	0475	004999	$14.00
JP 3	From	01	0100	0453	004002	$234.93
	To	01	0100	0453	003006	$234.93
OSSF	From	01	0100	0661	004999	$69.00
	To	01	0100	0661	004705	$69.00
FIRE MARSHAL	From	01	0100	0542	003110	$226.00
	To	01	0100	0542	003005	$226.00
COUNTY CLERK	From	01	0100	0385	001914	$237.69
	From	01	0100	0385	002010	$18.18
	From	01	0100	0385	002020	$38.15
	To	01	0100	0385	004544	$294.02
FLEET	From	01	0882	0882	004541	$250.00
	To	01	0882	0882	003102	$250.00
EMS	From	01	0100	0540	003001	$290.90
	To	01	0100	0540	004500	$290.90
JP3 TECHNOLOGY	From	01	0372	0453	003100	$1,000.00
	To	01	0372	0453	003010	$1,000.00
JP3 TECHNOLOGY	From	01	0372	0453	004210	$1,000.00
	To	01	0372	0453	003010	$1,000.00
JUVENILE	From	01	0100	0576	004102	$800.00
	To	01	0100	0576	000601	$800.00
JP 2 TECHNOLOGY	From	01	0372	0452	003100	$481.00
	To	01	0372	0452	003010	$481.00

SHERIFF DRUG SEIZURE	From	01	0410	0412	003008	$100.00
	To	01	0410	0412	004999	$100.00
FIRE MARSHAL	From	01	0100	0542	003110	$1,000.00
	To	01	0100	0542	003001	$1,000.00
BENEFITS	From	01	0885	0886	003100	$150.00
	To	01	0885	0886	003006	$150.00
FLEET	From	01	0882	0882	004541	$170.00
	To	01	0882	0882	003102	$170.00
DEATH INQUEST	From	01	0100	0566	003110	$8.46
	To	01	0100	0566	004350	$8.46
AUDITOR	From	01	0100	0495	003100	$17.32
	To	01	0100	0495	004212	$17.32
COUNTY ATTORNEY	From	01	0100	0475	003100	$238.25
	To	01	0100	0475	004999	$238.25
JP 2	From	01	0100	0452	003006	$422.06
	To	01	0100	0452	003010	$422.06
CONSTABLE PRECINCT 1	From	01	0100	0551	003003	$55.00
	To	01	0100	0551	004850	$55.00
EMS	From	01	0100	0540	003010	$30.00
	To	01	0100	0540	003011	$30.00
COUNTY ATTORNEY	From	01	0100	0475	003010	$322.57
	To	01	0100	0475	001914	$260.77
	To	01	0100	0475	002010	$19.95
	To	01	0100	0475	002020	$41.85
SHERIFF	From	01	0100	0560	003100	$120.00
	To	01	0100	0560	003011	$120.00
ANIMAL SHELTER	From	01	0545	0545	004231	$13.75
	To	01	0545	0545	004232	$13.75
WIRELESS COMMUNICATION	From	01	0100	0587	003523	$500.00
	To	01	0100	0587	003001	$500.00
EMS	From	01	0340	0540	004998	$989.60
	To	01	0340	0540	001110	$800.00
	To	01	0340	0540	002010	$61.20
	To	01	0340	0540	002020	$128.40
OSSF	From	01	0100	0661	004999	$129.00
	To	01	0100	0661	004705	$129.00
480TH	From	01	0100	0442	003120	$222.95
	To	01	0100	0442	004999	$222.95
PARKS	From	01	0100	0510	004410	$65.00
	From	01	0100	0510	003010	$300.00
	To	01	0100	0510	004705	$365.00
EMS	From	01	0100	0540	003100	$46.15
	To	01	0100	0540	004350	$46.15

EMS	From	01	0100	0540	003100	$225.00
	To	01	0100	0540	004350	$225.00
480TH DISTRICT COURT	From	01	0100	0442	003900	$400.00
	To	01	0100	0442	003100	$400.00
FIRE MARSHAL	From	01	0100	0542	003010	$1,000.00
	To	01	0100	0542	004209	$1,000.00
COUNTY COURT LAW 3	From	01	0100	0428	004010	$400.00
	To	01	0100	0428	003900	$400.00
AUDITOR	From	01	0100	0495	004999	$100.00
	To	01	0100	0495	004212	$100.00
EMERGENCY SERVICES	From	01	0100	0541	003101	$1,000.00
	To	01	0100	0541	003311	$1,000.00
JP1	From	01	0100	0451	004999	$390.00
	To	01	0100	0451	004216	$390.00
WCCF	From	01	0508	0508	003005	$1,000.00
	To	01	0508	0508	004209	$1,000.00
JP2	From	01	0100	0452	003901	$500.00
	To	01	0100	0452	004002	$500.00
JP2	From	01	0100	0452	003005	$180.00
	To	01	0100	0452	004002	$180.00
DISTRICT CLERK	From	01	0100	0450	004350	$500.00
	To	01	0100	0450	004231	$500.00
SO	From	01	0100	0560	003100	$250.00
	To	01	0100	0560	003905	$250.00
ANIMAL SHELTER	From	01	0545	0545	004999	$128.84
	To	01	0545	0545	004541	$128.84
SO-JAIL	From	01	0100	0570	003001	$500.00
	To	01	0100	0570	003006	$500.00
VETERANS SERIVCES	From	01	0100	0405	003005	$432.65
	To	01	0100	0405	003006	$432.65
911 COMMUNICATIONS	From	01	0100	0581	004541	$100.00
	To	01	0100	0581	003601	$100.00
RCS	From	01	0100	0587	003010	$500.00
	To	01	0100	0587	003900	$500.00
CC LAW #2	From	01	0100	0427	004999	$88.00
	To	01	0100	0427	004350	$88.00
COUNTY ATTY	From	01	0100	0475	003100	$175.07
	To	01	0100	0475	003006	$175.07
FIRE MARSHAL	From	01	0100	0542	003010	$1,000.00
	To	01	0100	0542	003311	$1,000.00
FIRE MARSHAL	From	01	0100	0542	003010	$500.00
	To	01	0100	0542	003001	$500.00

EMS	From	01	0100	0540	004510	$550.00
	To	01	0100	0540	003107	$550.00
JP3	From	01	0100	0453	004350	$368.99
	To	01	0100	0453	003006	$368.99
JP3	From	01	0100	0453	004350	$800.00
	To	01	0100	0453	003005	$800.00
CC LAW #5	From	01	0100	0430	003100	$63.00
	To	01	0100	0430	003900	$63.00
NON DEPARTMENTAL	From	01	0100	0409	004998	$1,000.00
	To	01	0100	0409	004951	$1,000.00
26TH DISTRICT COURT	From	01	0100	0436	003005	$79.98
	To	01	0100	0436	003900	$79.98
26TH DISTRICT COURT	From	01	0100	0436	003120	$168.00
	To	01	0100	0436	004350	$168.00
CC LAW #2	From	01	0100	0382	004232	$486.48
	To	01	0100	0382	004100	$486.48
FACILITIES	From	01	0100	0509	003005	$700.00
	To	01	0100	0509	003102	$700.00
SO	From	01	0100	0560	003100	$300.00
	To	01	0100	0560	003005	$300.00
CC LAW #3	From	01	0100	0428	004010	$450.00
	To	01	0100	0428	003100	$450.00
CC LAW #3	From	01	0100	0428	004010	$450.00
	To	01	0100	0428	004232	$450.00
425TH DISTRICT COURT	From	01	0100	0441	004999	$72.00
	To	01	0100	0441	003900	$72.00
395TH DISTRICT COURT	From	01	0100	0435	003005	$1,000.00
	To	01	0100	0435	003100	$1,000.00
DA	From	01	0100	0440	004999	$0.01
	To	01	0100	0440	001940	$0.01
SO	From	01	0100	0560	003530	$700.00
	To	01	0100	0560	003004	$700.00
ROAD & BRIDGE	From	01	0200	0210	003005	$1,000.00
	To	01	0200	0210	003100	$1,000.00

Commissioners Court - Regular Session **10.**

Meeting Date: 07/22/2025

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCP 103 - June 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/14/2025 04:27 PM
Form Started By: Mary Alcala		Started On: 07/14/2025 04:22 PM
Final Approval Date: 07/14/2025		

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 June 2025.

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 14th **day of July 2025, to certify which witness my hand and seal of office.**

NOTARY PUBLIC
in and for the State of Texas

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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2025 - 06/30/2025** 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	199.50
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	13,080.00
	0100 - General Fund Total:	**13,279.50**
	Fee Totals for All Funds:	**13,279.50**

Payment Report - Fee Code Summary

Transaction Date: **06/01/2025 - 06/30/2025** 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**
CCOP	Civil Copies	56.50	14	0.00	0	0.00	0	56.50	14
CERT	Certified Copy	4.00	2	0.00	0	0.00	0	4.00	2
CONT3	Constable Service Fee Pct #3	10,000.00	96	0.00	0	0.00	0	10,000.00	96
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
SUB3	Subpoena Pct# 3	80.00	1	0.00	0	0.00	0	80.00	1
TRANS	Transcript	20.00	2	0.00	0	0.00	0	20.00	2
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**
		13,279.50	147	0.00	0	0.00	0	13,279.50	147

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2025 - 06/30/2025** 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	7,986.05
01-0100-0000-207027 - DUE TO TX TOLLWAYS	L-004-3-01-0100-0000-207027: 01-0100-0000-207027 - DUE TO TX TOLLWAYS	25.35
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	3,055.75
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	433.20
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	295.52
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	5,387.52
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	1.50
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	1,135.70
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	50.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	112,219.25
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	5.01
	0100 - General Fund Total:	**130,594.85**
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	95.49
	0361 - JP Security Fund Total:	**95.49**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	134.44
	0365 - Child Safety Fund Total:	**134.44**
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	114.36
	0367 - JP-3 Truancy Program Fund Total:	**114.36**
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	95.51
	0372 - Justice Court Technology Fund Total:	**95.51**

Payment Report - G/L and Fund Summary

Transaction Date: **06/01/2025 - 06/30/2025** 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	41.32
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	954.90
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	95.49
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	143.27
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	72.56
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	1.01
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	175.05
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	47.75
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	243.27
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	355.17
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	829.14
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	99.60
	0399 - State Agency Fund Total:	**3,058.53**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	500.00
	JP BOND Total:	**500.00**
	Fee Totals for All Funds:	**134,593.18**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **06/01/2025 - 06/30/2025** 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
ADTOLL	Administrative Toll Fee due to TXDOT	25.35	1	0.00	0	0.00	0	25.35	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	72.56	20	0.00	0	0.00	0	72.56	20
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	45.52	13	0.00	0	0.00	0	45.52	13
CB	Cash Bond	500.00	1	0.00	0	0.00	0	500.00	1
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	954.90	34	0.00	0	0.00	0	954.90	34
CFINE	County Fine	112,109.25	1,015	0.00	0	0.00	0	112,109.25	1,015
CHS	Courthouse Security Fee (CCP 102.017)	71.62	34	0.00	0	0.00	0	71.62	34
CHSJC	JP Security Fee (CCP 102.017)	23.87	34	0.00	0	0.00	0	23.87	34
COLLFEE	Collection Agency Fee	7,986.05	133	0.00	0	0.00	0	7,986.05	133
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
CRFEEOVER	Criminal Overpayment Fee	252.20	3	0.00	0	0.00	0	252.20	3
CSFF	Child Safety Fee (CCP 102.014(d))	20.00	1	0.00	0	0.00	0	20.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	134.44	6	0.00	0	0.00	0	134.44	6
DDF	Deferred Disposition Fee	5,345.00	38	0.00	0	0.00	0	5,345.00	38
FNTC1	Child Safety Seat Fine Trauma Center	243.27	5	0.00	0	0.00	0	243.27	5
IDF	Indigent Defense Fee (LGC 133.107)	47.75	34	0.00	0	0.00	0	47.75	34
JCTF	Justice Court Technology Fee (CCP 102.0173)	95.51	34	0.00	0	0.00	0	95.51	34
JFR	Jury Reimbursement Fee (CCP 102.0045)	95.49	34	0.00	0	0.00	0	95.49	34
JTP	Juvenile Truancy Program (CCP 102.0174)	114.36	33	0.00	0	0.00	0	114.36	33
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	20.66	30	0.00	0	0.00	0	20.66	30
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	20.66	30	0.00	0	0.00	0	20.66	30
JUSFC	Judicial Support Fund - County (LGC 133.105)	14.35	34	0.00	0	0.00	0	14.35	34
JUSFS	Judicial Support Fund - State (LGC 133.105)	128.92	34	0.00	0	0.00	0	128.92	34
LT10	Overpayments < $10	5.01	2	0.00	0	0.00	0	5.01	2
MVF	Moving Violation Fee (CCP 102.022)	1.01	15	0.00	0	0.00	0	1.01	15
OMNI	OMNI Fee	71.06	17	0.00	0	0.00	0	71.06	17
OMNIC	OMNI Fee - County	47.36	17	0.00	0	0.00	0	47.36	17
OMNIS	OMNI Fee - State	236.75	17	0.00	0	0.00	0	236.75	17
OPAY	Over Payments > $10	181.00	1	0.00	0	0.00	0	181.00	1
SFC2	Service/Arrest Fee - Const. 2	1.50	2	0.00	0	0.00	0	1.50	2

Payment Report - Fee Code Summary

Transaction Date: **06/01/2025 - 06/30/2025** 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
SFC3	Service/Arrest Fee - Const. 3	100.00	20	0.00	0	0.00	0	100.00	20
SFMCWV	State Fine - Motor Carrier Weight Violation	829.14	15	0.00	0	0.00	0	829.14	15
STF	State Traffic Fee (TC 542.4031)	175.05	10	0.00	0	0.00	0	175.05	10
TCCF	Truant Conduct Contempt Fine - Child	110.00	2	0.00	0	0.00	0	110.00	2
TPC	Time Payment Fee - County	43.45	5	0.00	0	0.00	0	43.45	5
TPS	Time Payment Fee - State	56.15	7	0.00	0	0.00	0	56.15	7
TPWF	Texas P&W Fine	3,055.75	38	0.00	0	0.00	0	3,055.75	38
UFA	Uniform Traffic Act (TC 542.403)	20.52	11	0.00	0	0.00	0	20.52	11
WARC3	Warrant Fee - Constable Pct. 3	1,035.70	19	0.00	0	0.00	0	1,035.70	19
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WCSO	Williamson County Sheriff	250.00	5	0.00	0	0.00	0	250.00	5

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	134,593.18	1,806	0.00	0	0.00	0	134,593.18	1,806

Commissioners Court - Regular Session **11.**

Meeting Date: 07/22/2025

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	07/17/2025 08:19 AM
County Judge Exec Asst.	Delia Colon	07/17/2025 09:07 AM
Form Started By: Kayla Marek		Started On: 07/16/2025 02:23 PM
Final Approval Date: 07/17/2025		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Facilities Management	Building Systems Engineer.1724.001100.	13360	$98,305.22	$983.06	1.00	$99,288.28	-	MERIT	18-Jul-25
Facilities Management	Planner I.2039.001100.	16623	$68,851.38	$688.48	1.00	$69,539.86	-	MERIT	18-Jul-25
Facilities Management	Senior Contract Coordinator.2038.001100.	16308	$77,293.06	$772.98	1.00	$78,066.04	-	MERIT	18-Jul-25
Facilities Management	Contract Manager.2171.001100.	17263	$71,590.48	$715.78	1.00	$72,306.26	-	MERIT	18-Jul-25
Facilities Management	Senior Access Control Tech.0235.001100.	15915	$60,703.32	$607.03	1.00	$61,310.35	-	MERIT	18-Jul-25
Facilities Management	General Maintenance Tech I.1920.001100.	17298	$43,476.26	$869.52	2.00	$44,345.79	-	MERIT	18-Jul-25

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0509	001130		4,636.85	
01	0100	0509	001100	4,636.85		
01	0340	0540	001130		1,351.00	
01	0340	0540	001100	1,351.00		
01	0340	0540	001130	1,851.74		Reversal to 7/15/2025 PCN 2183
01	0340	0540	001100		1,851.74	Reversal to 7/15/2025 PCN 2183
01	0100	0510	001101		636.54	Correction to 7/15/25 PCN 9926 & 9987
01	0100	0510	001130	636.54		Correction to 7/15/25 PCN 9926 & 9987

Commissioners Court - Regular Session **12.**

Meeting Date: 07/22/2025

Award of RFP #25RFP31 As Needed Temporary Labor Services Backup Master Service Agreement to Infostride, Inc. for Williamson County

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #25RFP31 As Needed Temporary Labor Services Backup Master Service Agreement to Infostride, Inc. for Williamson County.

Background

The Purchasing Department solicited sealed bids under RFP #25RFP31 As Needed Temporary Labor for Williamson County. There were over eight hundred fifty (850) invitations sent out, one hundred thirteen (113) document takers and twenty-five (25) submissions were received. The evaluation team recommends awarding #25RFP31 to Infostride, Inc. as the back-up contract. Infostride was well-prepared, addressed all interview questions in advance and offers both an online order system and an in-person point of contact. If the primary supplier is unable to fulfill an order within 48 hours, the end user has the option to cancel that order and place the order with the back-up supplier, Infostride. The term of the award is an initial three-year (3) period with two (2) optional one-year (1) renewals. The funding source is per department, as needed and budgeted. Origination# 2132. The department point of contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MSA

Recommendation Letter

Scoring Summary

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 08:10 AM
County Judge Exec Asst.	Delia Colon	07/17/2025 10:04 AM
Form Started By: Barbi Hageman		Started On: 07/14/2025 04:15 PM
Final Approval Date: 07/17/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
INFOSTRIDE, INC. – BACK-UP SERVICE PROVIDER
(REQUEST FOR PROPOSAL #25RFP31)

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 Back-Up Service Provider - **InfoStride 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 and in accordance with the responses to the County's Request for Proposal #25RFP31:

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 as needed, temporary labor throughout Williamson County Facilities described in the attached Temporary Labor Job Descriptions 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 Agreement wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Agreement has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2028. Unless terminated sooner pursuant to paragraph XVIII, of this Agreement, if applicable, at the end of the agreement term, this Agreement shall automatically renew yearly for up to two (2) one (1) year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

III.

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.

IV.

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.

V.

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.

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 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.

VII.

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.

VIII.

Consideration and Compensation: Service Provider will be compensated in a SOW based on a fixed sum as set out in Exhibit "A" and the **Temporary Labor Mark-up Cost Proposal** marked as **Exhibit "B"** attached hereto.

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@wilcotx.gov 512-943-1500.

Conversion Fees and or Direct Hires Fees shall not apply. During the term of this Agreement, Williamson County shall not, without the prior written consent of the other party, solicit, recruit or hire, any of the Service Provider's employees for a period of 12-months after their Williamson County assignment has been completed.

IX.

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.

X.

Insurance: Service Provider shall provide and maintain, until the services covered in this Agreement 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.

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@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XI.

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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

No Assignment: Service Provider may not assign this Agreement.

XVI.

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.

XVII.

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.

XVIII.

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.

IXX.

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.

XX.

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.

XXI.

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
InfoStride Inc.
3031 Tisch Way 110 Plaza West
San Jose, CA 95128

XXII.

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

XXIII.

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.

XXIV.

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 March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). 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.

XXV.

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;
C. Documents Responsive to County's Request for Proposal #25RFP31 and
D. 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); (2) a SOW issued under the Agreement; and (3) Documents Responsive to County's Request for Proposal #25RFP31; 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; and (3) Documents Responsive to County's Request for Proposal #25RFP31.

XXVI.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this Agreement on behalf of the County.

IN WITNESS WHEREOF, that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**INFOSTRIDE. INC.:**
_____	Ritu Mangla _____
Authorized Signature	Authorized Signature
_____	Ritu Mangla _____
County Judge/Presiding Officer	Printed Name
Dated: _____ _____, 20___	Dated: July 14 _____, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 14 2025 Time: 3:01 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 14 2025 Time: 1:55 pm

Exhibit "A"
Temporary Labor Job Descriptions

TEMPORARY LABOR JOB DESCRIPTIONS APPENDIX B

Position Name	Position Description	Gross Hourly Pay
Expo Tech/General Labor	Assist Maintenance Supervisors and Expo Technicians with general labor duties to include but not limited to cleaning & disinfecting stalls, build pre-event setups, break down post-event setups, power washing, trash collection & disposal, mowing & general grounds maintenance	$21/Hour
Expo Tech/Janitorial	Assist contract janitorial staff clean and maintain the facility during large events with duties to include but not limited to cleaning & disinfecting restrooms, mopping & sweeping floors, cleaning concession areas, trash collection & disposal and restocking supply closets	$21/Hour
Event Staff/Event Staff	Event staff will be required to assist with planning, coordination, and execution of events. This may include working in registration, setting up booths, assisting guests, or managing logistics during the event.	$21/Hour
Animal Shelter/Animal Tech	Daily upkeep of vaccinating incoming animals, administering prescribed medications, providing additional medical care and treatments to shelter pets, assisting with foster medical appointments, surgeries, and emergencies as needed	$20.50/Hour

Position Name	Position Description	Gross Hourly Pay
Animal Shelter/Animal Care Staff	Daily cleaning and maintenance of animal enclosures, feeding and watering animals, monitoring their health and behavior, providing basic socialization, dog walking, and assisting with the intake and adoption process	$18/Hour
Administrative Support	Assist in day-to-day administrative tasks, including data entry, filing, scheduling, phone handling, and basic office tasks. They should have a general understanding of office procedures, excellent organizational skills, and familiarity with office software (e.g., Microsoft Office)	$22/Hour
Customer Service	Customer service representatives will assist with customer inquiries, complaints, and product or service information. They will be responsible for providing exceptional customer service in a high-volume environment	$20/Hour
Warehouse Laborers	Warehouse workers will be responsible for various tasks within the warehouse, such as picking and packing orders, inventory control, loading/unloading shipments, and ensuring the warehouse is kept organized and safe.	$21/Hour
IT Support Technicians	IT support technicians will assist with troubleshooting, system maintenance, and user support. They will handle hardware and software issues, assist in setting up new equipment, and ensure smooth functioning of IT systems	$45/Hour

Position Name	Position Description	Gross Hourly Pay
Skilled Labor	Skilled temporary workers may include electricians, plumbers, carpenters, or other specialized tradespeople. These workers will be expected to carry out specific tasks or projects that require specialized knowledge or skills.	45/Hour
General Labor	General laborers will perform a variety of tasks that do not require specialized skills. This could include manual labor in construction, landscaping, cleaning, or any other physical work.	$18/Hour
Financial/Accounting Support	Financial or accounting support staff will assist with bookkeeping, invoicing, payroll, and financial reporting. They will work closely with finance teams to ensure accuracy and efficiency in financial operations.	$45/Hour
Delivery Assistant	Delivery assistant will operate personal or county vehicle to deliver items to designated county locations as instructed.	$18/Hour
Court Interpreter	Facilitate communication in court proceedings for individuals who don't speak English or who are deaf or hard of hearing. They translate spoken and written words between languages.	$40.00

Exhibit "A"
Temporary Labor Mark-up Cost Proposal

TEMPORARY LABOR MARK-UP COST PROPOSAL

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

The undersigned Service Provider, having become familiar with this RFP agrees to furnish the services and/or goods in accordance with this RFP at the following rate(s).

Mark-up percentage per hour for each labor position specified
21%

Mark-up shall be based on the hourly rate provided by Williamson County on the Temporary Labor Job Descriptions.

Name and Address of Respondent: ___Infostride, Inc.

Telephone: _415-360-1700___ Email address: ____govt@infostride.com_____

Signature: Ritu Mangla

_____ Printed

Name: ___Ritu Mangla_____

Title: _____Founder & CEO_____

Purchasing Department
Williamson County
100 Wilco Way, Georgetown, TX 78626
512.943.1620
Purchasing.support@wilcotx.gov

Date: May 29, 2025

Subject: Letter of recommendation for Backup Contract for 25RFP31 As needed temporary labor for Williamson County

The committee recommends Infostride as a qualified provider for Wilco's temporary staffing needs. The firm was well prepared, addressed all interview questions in advance and offers both an on-line order system and in-person point of contact.

Though headquartered in California, Infostride serves Texas clients and has several hundred pre-vetted candidates in the Wilco area. Their temp-to-hire platform adds value and flexibility. The firm has proposed a 21% markup per hour for each labor position specified.

We believe Infostride can meet the County's staffing requirements effectively.

Sincerely,
Barbi Hageman
Sr. Purchasing Specialist
Williamson County

Scoring Summary

Active Submissions

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
Infostride Inc.	91.43 pts	20 pts	40 pts	10 pts	21.43 pts
22nd Century Technologies, Inc.	85.66 pts	20 pts	39 pts	10 pts	16.66 pts
Openwork, LLC	85.25 pts	20 pts	40 pts	10 pts	15.25 pts
UpSela	84.33 pts	15 pts	30 pts	9.333 pts	30 pts
Staffactory LLC.	80 pts	18.33 pts	36.67 pts	10 pts	15 pts
CathyJon Enterprises, Inc., DBA HB Staffing	79.31 pts	20 pts	38.33 pts	10 pts	10.97 pts

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
Octagon Staffing, LLC	74.05 pts	18.33 pts	35 pts	10 pts	10.71 pts
Smith Temporaries Inc dba: CornerStone Staffing	68.83 pts	16.67 pts	30 pts	10 pts	12.16 pts
ChaseSource,LP	65.58 pts	17.67 pts	26.67 pts	10 pts	11.25 pts
TruBlu HR Solutions	65.51 pts	16 pts	28.33 pts	9.333 pts	11.84 pts
All-N-One Services, LLC	65.17 pts	18.33 pts	25 pts	10 pts	11.84 pts
HJ Staffing	64 pts	15.67 pts	28.33 pts	10 pts	10 pts
A-1 Personnel of Houston, Inc.	62.67 pts	14.33 pts	21.67 pts	9.333 pts	17.34 pts

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
Prisa Consulting Services LLC	62.57 pts	12.33 pts	21.67 pts	9 pts	19.57 pts
Hart Employment Services	56.25 pts	13.33 pts	23.33 pts	8.333 pts	11.25 pts
The A List Staffing	55.59 pts	14.33 pts	25 pts	9.333 pts	6.92 pts
Tellus Solutions Inc	54.33 pts	12.67 pts	16.67 pts	10 pts	15 pts
Noor Staffing Group, LLC	49.34 pts	9 pts	13.33 pts	10 pts	17.01 pts
RADgov, Inc	48.51 pts	10.67 pts	16.67 pts	9.333 pts	11.84 pts
Coil Digital Consulting	44.49 pts	11.67 pts	16.67 pts	7.667 pts	8.49 pts
Pacer Staffing LLC	42.9 pts	5 pts	8.333 pts	10 pts	19.57 pts

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
www.fidelitypartners.org	36.67 pts	10 pts	16.67 pts	10 pts	0 pts
3T Envisage Consultancy LLC	30.33 pts	8.333 pts	15 pts	7 pts	0 pts
HireQuest Direct	14.33 pts	3.667 pts	3.667 pts	7 pts	0 pts
Coastal Bend Employment, LLC.	0.33333 pts	0.33333 pts	0 pts	0 pts	0 pts

OpenWork narrative for scoring matrix: Exceptional and superior qualifications to provide Wilco's complete scope of work. Firm was prepared for the presentation and had addressed all of the interview questions in advance. Knowledge base and network for Wilco's needs is an excellent match with established database of all types of labor. Firm offers well-rounded pool of candidates and does not focus on one type of labor. Firm has manpower to fill temp labor orders promptly. Long standing local presence, many like-type public sector clients, deep experience filling similar job placements in the region. Established office in Austin.

Infostride narrative for scoring matrix: Acceptable qualifications to provide Wilco's complete scope of work. Firm was prepared for the presentation and had addressed all interview questions in advance. Firm has Texas clients, with several hundred pre-vetted candidates in the Wilco area but not long-standing regional presence. HQ in California. Online order interface available or in person POC available.

22nd Century Technology narrative for scoring matrix: Adequate qualifications for Wilco scope of work. Satellite office in San Antonio. POC in Colorado. HQ in Virginia. Founded 1997. Primary category is IT temp labor. Firm works to customize a solution for each project as each request is submitted. Can provide event staffing. Customer service and recruiting staff has 7 and 9 year tenure.

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:
2025-1287247

Date Filed:
03/26/2025

Date Acknowledged:

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

Infostride, Inc.
San Jose, 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

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.

25RFP31
As-Needed Temporary Labor

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] _____, [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 Santa Clara County, State of California, on the 29 day of May, 2025.
(month) (year)

Ritu Mangla

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:
2025-1287247

Date Filed:
03/26/2025

Date Acknowledged:
05/29/2025

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

Infostride, Inc.
San Jose, 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

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.

25RFP31
As-Needed Temporary Labor

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 **13.**

Meeting Date: 07/22/2025

Approval of Services and Goods Contract #2025304 with Irwin Enterprises LLC dba Spice of Life for Fit for Life/Health & Lifestyle Expo for HR/Benefits Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss and consider, and take appropriate action on approving the Services and Goods Contract #2025304 between Williamson County and Irwin Enterprises, LLC dba Spice of Life for the Williamson County Fit for Life/Health & Lifestyle Expo in the amount of $13,500.00 and authorizing the execution of the service contract.

Background

Spice of Life will provide services for the Williamson County Fit for Life/Health & Lifestyle Expo 09/24/2025. The vendor will manage all communications and coordination regarding exhibitors, screening vendors, benefits providers, and equipment rental for county departments. The funding source is 01.0885.0885.004996 and the department point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract and Invoice

Form 1295 - Spice of Life

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:04 AM
Form Started By: Fernando Ramirez		Started On: 07/11/2025 12:13 PM
Final Approval Date: 07/17/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
IRWIN ENTERPRISES, LLC DBA SPICE OF LIFE
[redacted]

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND 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 **Irwin Enterprises, LLC DBA Spice of Life** (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 scope of work 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 September 24, 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 Invoice #2506 attached as **Exhibit "B"**. The not-to-exceed amount for the life of this Contract shall be **Thirteen Thousand Five Hundred Dollars ($13,500.00).**

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 scope of work, marked as **Exhibit "A"**;
B. Invoice #2506 attached as **Exhibit "B"**;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

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

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

Irwin Enterprises, LLC DBA Spice of Life:

_____
Authorized Signature

CHRISTOPHER IRWIN
Printed Name

Date: JULY, 10 2025

Exhibit "A"
(Scope of Work)

SPICE OF LIFE

Health & Lifestyle Expos

Discover a healthy balance.

Thank you for considering Spice of Life to produce an event for Williamson County on September 24, 2025. We would consider it a privilege to do so...

Spice of Life will:

- Handle all communications and coordination regarding exhibitors, screening vendors, food vendors, massage services, benefit providers, county departments, etc.
- Manage Door Prize coordination (purchase door prizes for event day, manage display and assist with selection of winners)
- Provide music play list for duration of event
- Coordinate Equipment or Rented Equipment: i.e.: tables, chairs, tents, fans, Ninja Obstacle Course, generator, etc.
- Manage Logistics (set-up, tear-down, etc.)
- Provide power cords for exhibitors

Spice of Life Texas
PO Box 7229
Round Rock, Texas 78665
512-665-8382
512-745-4875

Exhibit "B"
Invoice [redacted]

Irwin Enterprises LLC, DBA Spice of Life
2100 Bandera Path
Round Rock, TX 78665-5622 USA
kathy@greatdayeveryday.com

Invoice

BILL TO
Williamson County
Shelley Loughrey

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
[redacted]	07/08/2025	$13,500.00	08/07/2025	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
09/24/2025	**Production Fee**	Spice of Life Production Fee for Williamson County Fit for Life/Health & Lifestyle Expo (9/24/2025)	1	13,500.00	13,500.00

BALANCE DUE **$13,500.00**

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:
2025-1335191

Date Filed:
07/10/2025

Date Acknowledged:
07/11/2025

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

Spice of Life Texas
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.

2506
2025 Williamson County Employee Fit for Life Expo

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:
2025-1335191

Date Filed:
07/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Spice of Life Texas
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.
2506
2025 Williamson County Employee Fit for Life Expo

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 CHRISTOPHER IRWIN, 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 WILLIAMSON COUNTY County, State of TEXAS, on the 10TH day of JULY (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **14.**

Meeting Date: 07/22/2025

Approval of Interlocal Agreement #2025303 with Williamson County and Cities Health District (WCCHD) for Flu Vaccines for HR/Benefits 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 entering into an Interlocal Agreement (ILA) #2025303 with the Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines, in the amount of $8,048.56, and authorizing the execution of the Agreement.

Background

In the interest of promoting public health and safety and supporting the County's operations, the WCCHD will provide an estimated 436 doses to the County at a cost of $18.46 per dose to be administered by County personnel for the benefit of the following: Sheriff's Office/Corrections – 250 Doses, EMS/ Emergency Services Operations Departments – 186 Doses. 550 total doses x $18.46 for a cost of $8,048.56. The funding source is 01.0885.0885.004996; Wellness Program. Both Contract Audit and General Counsel have reviewed the ILA on Origination ticket# 3114. The department's point of contact is Shelley Loughery. Form 1295 is not required, due to public agency ILA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA with WCCHD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:04 AM
Form Started By: Fernando Ramirez		Started On: 07/14/2025 11:21 AM
Final Approval Date: 07/17/2025		

INTERLOCAL COOPERATION AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT AND WILLIAMSON COUNTY, TEXAS, FOR FIRST RESPONDER INFLUENZA VACCINES

RECITAL

This agreement ("Agreement") is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter "Health District"), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Influenza Vaccines for First Responders

In the interest of promoting the public health and safety and supporting The County's operations, the Health District will provide an estimated 436 doses to The County in Fall of 2025 at a cost of $18.46 per dose to be administered by county personnel for the benefit of the following:

SO/Corrections – 250 Doses
Emergency Services Operations Department, including Emergency Management & 911 Communications – 186 Doses

436 total doses x $18.46 for a cost of $8,048.56

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 County receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to Health District 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.

It is understood and agreed that The County shall be responsible for administration of doses (The EMS Department will administer to Emergency First Responders and 911 and Sheriff's Office/Corrections Department will have the Jail Medics administer to the Corrections employees).

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The County will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:
Name: Hon. Steven Snell, Williamson County Judge
Address: 710 Main St. Georgetown, Texas 78626
If to City of Health District:
Name: Amber Erickson, DrPH, MPH Executive Director
Address: 355 Texas Ave. Round Rock, Texas 78664

4.2. The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

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

5.4. The Parties mutually agree to act in good faith in the performance of this agreement.

5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____ **Date:** _____
County Judge

HEALTH DISTRICT

By: Amelia Erickson _____ **Date:** 07/10/25
Authorized Representative

Commissioners Court - Regular Session **15.**

Meeting Date: 07/22/2025

Director, Office of Emergency Management

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

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to ratify a License Use Agreement allowing the Federal Emergency Management Agency to utilize a classroom at the Williamson County EMS Building for a Disaster Recovery Center (DRC).

Background

Following the federal disaster declaration for the recent floods in central Texas, FEMA established a Disaster Recovery Center (DRC) as a one-stop shop where people affected by a disaster can meet face-to-face with FEMA and other disaster recovery agencies to get help. This includes applying for assistance, getting updates on their applications, learning about housing options, and connecting with state, local, and nonprofit services. The DRC opened in one of the large classrooms of the EMS headquarters building on Friday, July 18th and will remain open every day from 8am to 7 pm for 30 days. FEMA is required to have a License Use Agreement in place to ensure the facility will be accessible and available for the full period of operation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License Use Agreement for a Wilco DRC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	07/17/2025 03:04 PM
Form Started By: Bruce Clements		Started On: 07/17/2025 02:12 PM
Final Approval Date: 07/17/2025		

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
LICENSE/USE AGREEMENT – USE OF REAL PROPERTY/FACILITIES

I. Parties:

The Parties to this License and Use Agreement ("Agreement") are the Federal Emergency Management Agency, U.S. Department of Homeland Security ("FEMA") and Williamson County, TX ("Licensor"). FEMA and Licensor are referred to collectively in this Agreement as the "Parties."

II. Authority:

This Agreement is authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5201 (b).

III. Purpose:

FEMA desires to use, and the Licensor agrees to permit FEMA to use the following described property (hereinafter referred to as the "Premises") at no cost to FEMA:

Williamson County EMS North Campus
Classrooms A & B
3189 SE Innerloop
Georgetown, TX
(Williamson County)

IV. Scope:

The Licensor will authorize FEMA the use of the premises identified above for the following purposes:

FEMA will use the Premises primarily as a Disaster Recovery Center (DRC) where FEMA will receive members of the public for the purpose of providing information such as the status of applications, and general information on FEMA disaster assistance. Other Federal, State, local and voluntary organizations may also use the Premises to provide similar information on their programs.

DRC Hours of operation are 8:00 a.m. to 6:00 p.m. Monday thru Sunday

FEMA staff may access the facility starting at 7:30 a.m. and depart by 6:30 p.m.

Classroom A will be utilized by FEMA 17 July to 17 August 2025
Classroom B will be utilized by FEMA 17 July to 10 August 2025

Duration:

This Agreement shall become effective upon execution, and expire no later than August 18, 2025, unless terminated prior to that date with 10 calendar days' notice being given by either party. This Agreement may be extended by mutual consent of the parties.

V. Duties and Responsibilities:

A. Licensor shall:

1. At no cost to FEMA, maintain the Premises in good repair and condition, and supply utilities including heat, air conditioning, light, ventilation, sanitation, trash removal, and cleaning services during the period of this Agreement unless FEMA enters into separate agreements to provide for utility, sanitation and cleanings services;

2. Provide FEMA with any keys, access codes, or other instruments necessary to access the Premises, as needed by FEMA, and coordinate with FEMA to assist with limiting the access of third parties;

3. Maintain at Licensor's own expense existing electrical service, existing Wi-Fi, and all other utilities including water and sewer for the duration of this Agreement, unless separately metered and contracted for by FEMA under separate agreements;

4. Permit FEMA to install, if necessary, electrical and telecommunications upgrades with the approval of the Licensor, which will become the property of the Licensor upon termination of the lease and not be removed by FEMA;

5. Permit FEMA to provide, as necessary, office furniture and equipment for its use. This property and other removable property provided by FEMA necessary to carry out the intended use of the Premises will remain FEMA property in the exclusive control and authority of FEMA in accordance with FEMA 119-7-1, and will be removed by FEMA upon termination of this agreement;

6. Permit FEMA to make other minor alterations to the Premises such as the installation of signage, which will be removed upon termination of the Agreement; and

7. Maintain insurance for liability, and for loss of or damage to the property, arising from the wrongful or negligent acts or omissions of third parties.

B. FEMA shall:

1. Maintain the Premises in clean and orderly condition;

2. Surrender the Premises in the same state and condition as it was in at the commencement of FEMA use and occupancy, excepting normal wear and tear, excluding upgrades made in accordance with paragraph VI.A.4 above, and including the removal of any items installed in accordance with VI.A.5 and 6 above;

3. Provide for any required security or cleaning services under separate contract at FEMA expense; and

4. Permit the Licensor to enter the Premises with approval of the designated FEMA Point of Contact, or as otherwise coordinated for routine entry or shared use, as described in paragraph IV of this Agreement.

VI. Non-Fund Obligating Agreement:

Nothing in the Agreement shall authorize FEMA to obligate or transfer any funds in connection with FEMA's use and occupancy of the Premises. Any additional work or activity that would require the transfer of funds or the provision of goods or services among the parties will require execution of a separate agreement and will be contingent upon the availability of the appropriated funds. Such activity must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority.

VII. Liability:

Licensor and the United States each agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's legal representatives will provide the other's legal representatives with copies of any documents memorializing such claims within seven (7) calendar days of receipt. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity by the United States. The Federal Tort Claims Act provides the exclusive monetary damages remedy for all allegedly wrongful or negligent acts or omissions by Federal employees within the scope of their employment.

VIII. Compliance with Applicable Law:

The Licensor shall comply with all Federal, state, and local laws applicable to either the Licensor as owner or the Premises (including, without limitation, laws applicable to construction, ownership, alterations, or operations), and the Licensor will obtain and maintain all required permits, licenses, and similar items, at no cost to FEMA.

IX. Applicable Law:

Federal law shall govern this Agreement and any dispute or claim arising from it.

X. Warranty for Use of Premises:

Licensor warrants that the Premises may be used for the purposes intended by FEMA as described in this Agreement. Nothing in this Agreement shall be construed to create a duty on FEMA to inspect the Premises for toxic material or any latent hazardous environmental conditions that could affect FEMA's intended use of the Premises. Any known hazardous environmental conditions that could affect FEMA's use of the Premises, known to the Licensor, must be disclosed to FEMA.

XI. Integrated Agreement:

This Agreement contains the entire agreement of the parties. No agreement outside of this document can alter these provisions. Any changes to this Agreement must be made in writing with the mutual consent of the parties.

XII. Points of Contact:

a. The FEMA Point of Contact is:
Laurie Arterburn
External Support Branch Director, Logistics
800 N Loop 288 Denton, TX 76209
(202) 374 -0163, laurie.arterburn@fema.dhs.gov

b. The Licensor's Point of Contact is:
John Gonzales, MS, LP
Chief, Williamson County EMS
Office: (512) 943-1491 Cell: (512) 966-8972
John.Gonzales@wilcotx.gov

XIII. Other Provisions:

Nothing in this Agreement is intended to conflict with current law or regulations or the directives of DHS/FEMA. If a term of this Agreement is inconsistent with any such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

XIV. Effective Date:

The terms of this agreement will become effective on the date of signature of the authority representatives of both parties.

XV. Modification:

This agreement may be modified upon the mutual written consent of the parties.

XVI. Approved by:

For the Licensor:

July 16, 2025
Date

For the Federal Emergency Management Agency:

REBECCA A PUMPHREY
Digitally signed by REBECCA A PUMPHREY
Date: 2025.07.16 12:03:48 -05'00'

Rebecca Pumphrey, Logistics Section Chief

Date

Commissioners Court - Regular Session **16.**

Meeting Date: 07/22/2025

VCA Investment in WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from VCA Charities.

Background

VCA Charities is extending a $5,000 grant to the Williamson County Regional Animal Shelter to support their efforts to aid the pets and their people affected by the Hill Country Floods. Funding will be dedicated to emergency response supplies, emergency response management, and lifesaving.

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	07/15/2025 03:24 PM
Form Started By: Misty Valenta		Started On: 07/15/2025 10:21 AM
Final Approval Date: 07/15/2025		

Commissioners Court - Regular Session **17.**

Meeting Date: 07/22/2025

Best Friends Animal Society investment in WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from Best Friends Animal Society.

Background

Best Friends Animal Society is extending a $5,000 grant to the Williamson County Regional Animal Shelter to support their efforts to aid the pets and their people affected by the Hill Country Floods. Funding will be dedicated to emergency response supplies, emergency response management, and lifesaving.

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	07/15/2025 03:26 PM
Form Started By: Misty Valenta		Started On: 07/15/2025 10:24 AM
Final Approval Date: 07/15/2025		

Commissioners Court - Regular Session **18.**

Meeting Date: 07/22/2025

MuttNation Foundation investment in WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from MuttNation Foundation.

Background

MuttNation Foundation is extending a $10,000 grant to the Williamson County Regional Animal Shelter to support their efforts to aid the pets and their people affected by the Hill Country Floods. Funding will be dedicated to emergency response supplies, emergency response management, and lifesaving.

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	07/15/2025 03:29 PM
Form Started By: Misty Valenta		Started On: 07/15/2025 10:26 AM
Final Approval Date: 07/15/2025		

Commissioners Court - Regular Session **19.**

Meeting Date: 07/22/2025

Petco Love investment in WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from Petco Love.

Background

Petco Love is extending a $25,000 grant to the Williamson County Regional Animal Shelter to support their efforts to aid the pets and their people affected by the Hill Country Floods. Funding will be dedicated to emergency response supplies, emergency response management, and lifesaving.

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	07/15/2025 03:32 PM
Form Started By: Misty Valenta		Started On: 07/15/2025 10:28 AM
Final Approval Date: 07/15/2025		

Commissioners Court - Regular Session **20.**

Meeting Date: 07/22/2025

Nemec Abbott Foundation investment in WCRAS

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request from the Williamson County Regional Animal Shelter to accept an investment from Nemec Abbott Foundation.

Background

Nemec Abbott Foundation is extending a $150,000 grant to the Williamson County Regional Animal Shelter to support their efforts to aid the pets and their people affected by the Hill Country Floods. Funding will be dedicated to emergency response supplies, emergency response management, and lifesaving.

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	07/15/2025 03:40 PM
Form Started By: Misty Valenta		Started On: 07/15/2025 10:30 AM
Final Approval Date: 07/15/2025		

Commissioners Court - Regular Session **21.**

Meeting Date: 07/22/2025

Approval of Goods and Services Contract #2025291 for Dell Tejas Site Firewall with Dell Technologies 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 to approve the Goods and Services Contract #2025291 between Williamson County and Dell Technologies for hardware, installation, and new firewall in the amount of $49,273.00 and authorize the execution of the contract pursuant to DIR Contract #DIR-TSO-3763.

Background

These Goods and Services contract includes hardware, installation, and maintenance services for a new firewall in the downtown Georgetown area. The vendor will manage the connections and provide customer service as outlined in the attached statement. The project is planned and budgeted by ARPA fund interest. FY 25. Funding source is Grant 501P Broadband project (Public Wi-Fi). The department point of contract is Richard Semple. Origination #2721. The vendor is publicly traded. Therefore, a 1295 form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 08:56 AM
Form Started By: Barbi Hageman		Started On: 07/01/2025 10:36 AM
Final Approval Date: 07/17/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Dell Marketing L.P.
(Quote No. 3000191857485.1)

Important Notice: Customer 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** ("Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Dell Marketing L.P.** (hereinafter "DT Services"), both of which are referred to herein as the parties. The Customer agrees to engage DT Services as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: DT Services shall supply the Customer the goods described in the attached **Quote No. 3000191857485.1** being marked as **Exhibit "A,"** provided to the extent it meets or exceed the Customer's solicitation, if applicable.

Should the Customer 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 Customer for the additional goods. DT Services shall not provide any additional goods, and the Customer shall not be obligated to pay for any additional goods unless a written amendment has been signed by both parties.

II.

Services: DT Services shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. DT Services expressly acknowledges that he, she, or it is not an employee of the Customer. The service includes the work described in and Statement of **Work SR# 001006364** being marked as **Exhibit "B"** which is incorporated herein.

Should the Customer choose to add services in addition to those described in **Exhibit "B,"** 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 Customer for the additional services. DT Services shall not begin any additional services, and the Customer shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

DT Services represents that DT Services (including DT Services' 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 "B." The DT Services 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 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 "B" shall be fully performed and delivered to the satisfaction of the Customer. 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 Customer. Upon successful completion of the services as described in Exhibit "B", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: DT Services will be compensated based on a fixed sum as set out in **Exhibits "A" and Exhibit "B"** and in accordance with COOP contract number TX DIR-CPO-5792. The not-to-exceed amount for the life of this contract shall be **Forty-Nine Thousand, Two Hundred Seventy-Three Dollars ($49,273.00).**

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 Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The Customer 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 Customer agrees to provide exemption certificates to DT Services upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against DT Services for the supplies or products provided or any Services rendered.

V.

Insurance: DT Services shall provide and maintain, until the services covered in this Contract is completed and accepted by the Customer, 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 Customer and name the Customer 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

DT Services, 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 Customer.

Upon execution of this Contract, DT Services shall provide the Customer with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that DT Services shall not in any sense be considered a partner or joint venturer with the Customer, nor shall DT Services hold itself out as an agent or official representative of the Customer. DT Services 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 Customer other than what may be expressly allowed under this Contract. The Customer 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 DT Services or failure to act relating to the services being provided.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the Customer, 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 Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless DT Services for any reason are hereby deleted.

VIII.

Compliance With All Laws: DT Services agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

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

XII.

Right to Audit: DT Services agrees that the Customer 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 DT Services which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. DT Services agrees that the Customer shall have access during normal working hours to all necessary DT Services facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give DT Services reasonable advance notice of intended audits.

XIII.

Good Faith Clause: DT Services agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: DT Services may not assign this Contract.

XV.

Confidentiality: DT Services expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: DT Services represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: DT Services understands that Customer will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to Customer Property: DT Services shall be liable for all damage to Customer-owned, leased, or occupied property and equipment caused by DT Services and its employees, agents, subcontractors, and DT Services, including any delivery, or transporting company, in

connection with any performance pursuant to this Contract. DT Services shall notify Customer in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: DT Services shall not use Customer's name, logo, or other likeness in any press release, marketing materials, or other announcement without the Customer's prior written approval.

XX.

Authorized Expenses: In the event Customer authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, Customer will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

A. As described in the attached Quote No. 3000191857485.1, marked as **Exhibit "A"**;
B. Statement of Work SR# 001006364 marked as **Exhibit "B"**
C. The cooperative purchasing Contract No.: DIR-CPO-5792, incorporated by reference;
D. Insurance certificates evidencing coverages required herein above and
E. Any Amendments agreed to by both parties.

The Customer reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the Customer.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY: **DELL MARKETING L.P.:**

Ana Pitti
Ana Pitti (Jul 8, 2025 10:42 CDT)

Authorized Signature

Authorized Signature

County Judge/Presiding Officer

Ana Pitti

Printed Name

Date: _____, _____ 20___

Date: July 8, _____ 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 08 2025 Time: 2:44 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 08 2025 Time: 12:54 pm

Exhibit "A"
Quote No. 3000191857485.1

Your Quote is ready.

Your personalized Quote is now available for purchase.

Complete your order through our secure online checkout before your Quote expires.

Order Now

Quote Name:	**Tejas Site SOW: Downtown Georgetown**
Quote No.	**3000191857485.1**
Total	**$49,273.00**
Customer #	10643470
Quoted On	Jul. 01, 2025
Expires by	Jul. 31, 2025
Contract Name	State of Texas Department of Information Resources (TX DIR)
Contract Code	C000001269299
Customer Agreement #	DIR-CPO-5792

Sales Rep	Gilbert Marquez
Phone	512-720-6458
Email	Gilbert.Marquez@dell.com
Billing To	TAMMY MCCULLEY WILLIAMSON COUNTY ITS 301 SE INNER LOOP STE 105 GEORGETOWN, TX 78626-8207

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 Free Cost

Product	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	**$0.01**	**26**	**$0.26**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	**$0.62**	**1**	**$0.62**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	**$0.12**	**27**	**$3.24**

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

CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	**$1.28**	**20**	**$25.60**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	**$12.82**	**21**	**$269.22**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	**$128.20**	**12**	**$1,538.40**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	**$1,282.04**	**17**	**$21,794.68**
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	**$12,820.49**	**2**	**$25,640.98**

Subtotal:	**$49,273.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$49,273.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$49,273.00**



 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 Free Cost

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	**$0.01**	**26**	**$0.26**

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

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01	882-7131	-	26	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	**$0.62**	**1**	**$0.62**

Estimated delivery if purchased today:
Jul. 08, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L01X	882-7132	-	1	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	**$0.12**	**27**	**$3.24**

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

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1	882-7133	-	27	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	**$1.28**	**20**	**$25.60**

Estimated delivery if purchased today:
Jul. 08, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10	882-7134	-	20	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	**$12.82**	**21**	**$269.22**

Estimated delivery if purchased today:
Jul. 08, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100	882-7135	-	21	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	**$128.20**	**12**	**$1,538.40**

Estimated delivery if purchased today:
Jul. 08, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L1000	882-7136	-	12	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	**$1,282.04**	**17**	**$21,794.68**

Estimated delivery if purchased today:
Jul. 08, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L10000	882-7137	-	17	-

	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	**$12,820.49**	**2**	**$25,640.98**

Estimated delivery if purchased today:
Jul. 08, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
CUSTOM CONSULT MULTI-CLOUD FOR DATA CENTER PLANNING AND INFRASTRUCTURE L100000	882-7138	-	2	-

Subtotal:	**$49,273.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$49,273.00**

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.

Exhibit “B”
Statement of Work SR# 001006364

STATEMENT OF WORK (SOW)

Tejas Site; Outdoor Area WiFi

Prepared For:
WILLIAMSON COUNTY, TEXAS (“Customer”)
WILLIAMSON COUNTY, TEXAS

Prepared By:
Dell Marketing L.P. (“DT Services”)
One Dell Way, Round Rock TX 78682, United States

SR # 001006364
MyDeal ID: 820195
SFDC Deal ID: 27188749

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1 INTRODUCTION

"DT Services"	Dell Marketing L.P.
"**DT Services Address**"	One Dell Way, Round Rock TX 78682, United States
"**Customer**"	WILLIAMSON COUNTY, TEXAS
"**Customer Address**"	710 Main Street, Georgetown, TX 78626
"**SOW**"	**This Statement of Work.**
"**Services**"	**The services as described in this SOW.**
"**Agreement**"	The Services provided under this SOW are governed by and subject to the terms and conditions in the Agreement (including Appendix D for Services) that exists between Dell Marketing, L.P. (Dell) and the Texas Department of Information Resources (the "DIR Agreement", DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such DIR Agreement Customer has elected to participate as an eligible public entity. The DIR Agreement is publicly available at the following DIR webpage: https://dir.texas.gov/contracts/dir-tso-3763 The parties acknowledge having read and agreeing to be bound by the DIR Agreement.
"**Effective Date**"	The date of the last signature below.
"**Term**"	The term of this SOW will begin on the date of the last signature to the SOW ("Effective Date") and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.
"**Deliverables**"	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by DT Services to Customer within the framework of fulfilling obligations under the SOW. All Deliverables provided under this SOW will be written in English and in the DT Services standard document format, unless otherwise mutually agreed.
"Primary Work Site"	5350 Bill Pickett Trail Taylor TX 76574
"**Reference Number(s)**"	SR # 001006364 MyDeal ID: 820195

The terms "**DT Services**", "**DT Services Address**", "**Customer**", "**Customer Address**", "**SOW**", "**Services**", "**Agreement**", "**Effective Date**", "**Term**" and "**Deliverables**" have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Supported Sites
- Appendix B – Legal Terms and Conditions
- Appendix C – Service Level Objectives - Provided By Smart WAVE

Version Control

Date	Version	Description	Completed By
11-01-2025	1.0	Original SOW	Hector Moreno
06-23-2025	2.0	Updated Title	Hector Moreno

2 SUMMARY OF SERVICE

- Downtown Georgetown Outdoor WIFI Services – Phase 2 Additional Equipment

The objective of the Services is to provide two (2) onsite/remote resource(s) to the assist customer with deployment and configuration of indoor / outdoor wireless devices for the Customer's Downtown Center.

3 ENGAGEMENT DETAILS

In connection with this SOW, DT Services will perform the Services as specifically described herein.

3.1 Scope of Services

DT Services will perform the following Services under this SOW:

3.1.1 Details and Provider Responsibilities

3.1.1.1 Project Kick-off: (Remote)

- Conference call with Williamson County/Georgetown. to obtain site-specific information, set expectations, etc.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite arrival.
- Review scope of work, discuss project objectives and expectations.
- Customer will provide configuration information for any existing infrastructure as needed to prepare for services, prior to engineer onsite configuration.
- Customer to inventory all pre-configured equipment and confirm receipt at least one week prior to engineer onsite arrival.

3.1.1.2 Installation and Support Services for Ruckus Outdoor Radios: (Remote/Onsite)

- Provider will install 1 Managed Fortinet Firewall, 1 Ruckus Outdoor Radio on on Tejas Building on a non-penetrating SLED.
- Price assumes free and clear access to radio install locations and 24/7 power available
- Price includes 4 SM Fiber/Power cables from 4 camera pedestals back to Courthouse MDF and Cat 6 cabling at all other locations.
- Price assumes no additional materials are required
- Price includes travel time and expenses
- Provider will retain ownership of the equipment until payment is made in full
- Price assumes use of City Network for Internet Access at Library, Planning Office, and Tax Office
- Price includes configuration, installation, and post installation testing
- Price assumes POE for power to radios and Cat6 cable lengths are less than 300ft
- Price includes grounding to existing ground source and installation of surge protection
- Price does not include electrical or conduit work or structural analysis

- Price includes 2 days of traffic control and a bucket truck for installation on the 2 traffic signals closest to the Courthouse.

- Price includes 5 Year post installation support. Exceptions - Ruckus switching includes a 3-year replacement and Limited Lifetime warranty.
- Maintenance and Support Services (5 Year Support) Refer Appendix B for Additional Details
    a. Cloud Hosting and Management: Provisioning and management of Ruckus licensing, trouble ticketing system, Analytics, and associated reporting tools within a cloud environment.
    b. Continuous Network Monitoring: Continuous monitoring of network infrastructure, including Access Points, PTP Links, and Ruckus switching, ensuring 24/7 surveillance and timely alerting of any anomalies or potential issues.
    c. Network Optimization: Proactive optimization of the network infrastructure as required to enhance performance, reliability, and efficiency.
    d. Automated Reporting: Automated generation and distribution of reports detailing outages, ticket resolutions, and other key performance metrics to stakeholders, ensuring transparency and accountability.
    e. Remote Equipment Upgrades: Remote execution of firmware and software upgrades on covered equipment and radios to maintain security, performance, and feature enhancements.
    f. Onsite Technician Dispatch: Coordination and dispatch of onsite technicians as necessary for troubleshooting, maintenance, or hardware replacement to address critical issues promptly and effectively.
    g. This Statement of Work outlines the comprehensive suite of NOC services to be provided, ensuring the optimal performance, reliability, and security of the network infrastructure.

3.1.1.3 Project Handoff/Closure: (Remote)

- Project closeout call
- Project deliverables review (within 2 weeks of installation)
- Customer signs project Customer Acceptance Form (CAF)

3.1.2 Project Management

The DT Services' Global Project Management Methodology (DTPM2) will be used as the project management approach and framework for this project. DT Services will assign a Single Point of Contact ("**SPOC**") to manage the delivery of this engagement.

The responsibilities of the SPOC will include:

- A delivery schedule/plan plus determine the engagement process and schedule.
- Appropriate project management, control and governance activities for the project (e.g. progress reporting, governance meetings and communications management).

3.2 Project Timeline

DT Services anticipates the Services will be limited to 30 contiguous business days. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

1. Any services, tasks or activities other than those specifically noted in this SOW.
2. The development of any intellectual property created solely and specifically for the Customer under this SOW.
3. Any post-delivery support to the Deliverables produced.

4. Provider is not responsible for conflicts with existing software or network permissions conflicts, as configured by customer network and active directory.
5. **Any post-delivery support to the Deliverables produced. (the 5 year post delivery support will be a direct contract between Williamson County and Smartwave. See Appendix C for more details.**

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

1. Provider agrees not to commence delivery of these Services with the Customer until such time that the SOW and Dell PO are fully executed with Services coordinated by the DT Services Contact.
2. Upon completion of fully executed SOW and PO, a DT Services Project Administrator / Resource Coordinator will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on the PO shall be void and have no effect on this SOW.
3. Provider will communicate any time off requests to the DT Services Project Administrator / Resource Coordinator and is subject to approval by DT Services and Customer
4. In the event of a customer escalation resulting from the Partner's failure to complete the project deliverables, except where DT Services has failed to fulfill their service delivery responsibilities, Partner agrees to own all mitigation activities and costs associated with completion of the in-scope deliverables.
5. Upon completion of a SOW (Statement of work) Provider and Customer will agree on firm and fixed dates for the work to begin, all work scheduled will require a minimum of two (2) week lead time. Both parties will use best reasonable efforts to inform the other party at least two (2) weeks before requesting changes to dates for onsite/remote work.
6. For this project, Provider will perform all of the work remotely. Remote access to Infrastructure will be needed.
7. It is assumed that travel is not part of this statement of work, if travel is required, it will require a change order according to section 6 of this SOW.
8. Provider assumes that the Customer environment is free from viruses, worms or other malicious software and is working properly according to generally accepted industry standards in all respects.
9. Delays caused by the Customer that prevent Provider from performing Services as scheduled may result in additional charges. Provider will notify DT Services of delays that prevent the service from being performed. Customer shall provide a purchase order (with a purchase order number) for the price or charges for Services either upfront or as agreed to as specified in this Agreement.
10. Both parties acknowledge that unforeseen events may occasionally occur in the normal course of business, potentially leading to delays in the Customer's timely participation in the services engagement described herein.
11. If the Customer experiences project delays exceeding a cumulative total of ten (10) business days or more than five (5) business days in a single instance, the Provider reserves the right to temporarily suspend the provision of Services and reassign Provider personnel.
12. The Customer is required to provide a written Notice of Re-Engagement certifying their renewed availability to participate in the project within the required timeframe.

13. During the suspension period, the Provider retains the right to invoice the Customer for weekly Project Management hours to compensate for incurred costs resulting from the delay. Billing will include Consulting/Engineering hours consumed up until the project suspension.
14. Once the Customer provides the Notice of Re-Engagement, the Provider will resume the provision of Services and allocate resources accordingly.
15. The Provider's right to charge for Project Management hours during the suspension period is intended to mitigate the impact of the delay and ensure that necessary project oversight and coordination can continue.
16. Any exceptions or modifications to these assumptions must be agreed upon in writing by both parties and documented in an addendum to the Agreement.
17. If the Customer makes any changes to the scope of work during or after the work begins under the SOW, additional charges and/or schedule changes may apply.
18. The Parties agree it is important to ensure the health and well-being of each Party's employees, customers, and vendors, as well as continuous service delivery in connection with this SOW, and the Parties acknowledge it is important to take precautions against the outbreak and spread of the Coronavirus (COVID-19). The Parties acknowledge and agree that no Party (including any of a Party's employees, subcontractors, representatives, or agents) will be required to undertake any travel in connection with this SOW, if such travel conflicts with the travel advice of local or national authorities, the Centers for Disease Control and Prevention, or the World Health Organization, as determined in DT Services sole discretion.
19. All holidays and non-working days are identified prior to scheduling the start of the services and will not impact the agreed upon schedule once services are started
20. It is assumed that the Customer's environment meets all prerequisites defined in the Prerequisites Appendices
21. It is assumed that the Customer's IT personnel have the background and skill set to perform operations and maintenance functions for in-scope technologies once knowledge transfer and handoff are complete.
22. Knowledge transfer to be completed within five (5) business days from the completion of implementation/configuration services.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following specific responsibilities:

1. Promptly notifying DT Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
2. Provide DT Services with any required consents necessary to perform the Services.
3. Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any works on Customers production systems.
4. Developing or providing documentation, material and assistance to DT Services.
5. Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by

Customer in writing during the installation process, DT Services will “accept” on Customer’s behalf any and all electronic agreements provided with the installed hardware and/or software,

including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

6. Ensuring the DT Services personnel have: reasonable and timely access to the project site, software, hardware, and the internet; a safe working environment that is compliant with all local legal safety requirements; adequate office space; parking; and remote access as required. Facilities and power must meet DT Services' requirements for the products and Services purchased.
7. Prior to the start of this SOW, indicating to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
8. Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organisation and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). DT Services may request that meetings be scheduled with Technical Contacts.
10. Customer has purchased licensing for the software being installed and maintains applicable support agreements.
11. The Customer will provide all licenses, hardware, operating systems, and software required to complete the project and ensure that all hardware that is part of the engagement (to include any hardware and software being replaced) is covered by maintenance and warranty agreements.
12. Customer will provide all applicable usernames and passwords.
13. Customer will designate primary point(s) of contact to ensure that communications between Provider and the customer are timely and effective.
14. The Customer will provide timely response to information requests to ensure all projects maintain an acceptable completion timetable.
15. The Customer will provide a primary contact that will be responsible for all formal and informal communications regarding the content and format of the proposed system.
16. Customer will provide the Provider Consultant with reasonable remote access to the local network through VPN.
17. The Customer will provide effective access to the systems support staff and process/system subject matter experts to ensure that data required to complete the project is readily available.
18. The Customer will make the required personnel available for the meetings and reviews required to maintain an acceptable completion timetable.
19. The Customer is responsible for providing all relevant company policies prior to implementation.
20. The Customer will be responsible for the accuracy of the information provided to the Provider consultants.
21. The Customer will provide the appropriate access to offices, systems, and information required by the Provider consultants to complete the project.
22. Maintain a backup of all data and programs on affected systems prior to Sterling performing the Services and during the term of the SOW.

23. Ensuring all systems and software impacted by this service are under a current support agreement
24. Procurement and provisioning of all software licenses (including portal credentials where necessary)
25. Configuration and troubleshooting infrastructure services including (but not limited to) AD/DNS/OU/GPO, IP Subnet availability, NTP, Network and Firewall settings, as it relates to Horizon infrastructure requirements.
26. Scheduling and coordination for customer IT resources.
27. Provision access to customer systems necessary to perform services, including service accounts, usernames, and passwords.
28. Coordinate and lead all Customer 3rd party vendors as required to facilitate services and accept responsibility for delays caused by other vendors.
29. Provide documentation of the existing environment consistent with best practices. Examples include Network Topology map of the existing network. This Topology map should include IP addresses, Gateways, VLAN's, and VPNs on local area network.
30. Ensure all required power distribution units ("PDUs"), power outlets, and racks or equipment are installed and functional, unless described in section 3.
31. Coordinate scheduling of internal resources such that knowledge transfer is conducted in one contiguous session (unless otherwise stated herein).
32. Identify location for disposal of packaging within the immediate installation location; if disposal of packaging is outside of immediate installation location, Customer is responsible for removal.
33. For engagements delivered remotely:
34. Physical install, power up and configuration required for remote access to all necessary devices.
35. VPN credentials and access to all affected devices on the network.
36. Physical tasks associated with troubleshooting as needed.

3.6 Service Hours

DT Services will perform the Services during a time mutually agreed upon by DT Services and Customer in writing as part of the operational documentation related to the Services.

3.7 Deliverables

The following is a list of tangible material provided as part of the Services performed by DT Services for Customer under this SOW. All Deliverables provided under this SOW will be written in English. If none are listed below, no deliverables will be provided as part of the Services. The following is a list of tangible material provided as part of the Services performed by Provider for Customer under this SOW.

1. As-Built Documents

4 COMPLETION AND ACCEPTANCE

Upon completion of a Deliverable, DT Services will submit the Deliverable to Customer accompanied by an acceptance form provided by DT Services. The completion and acceptance process for this engagement consists of the following:

- Customer will review each Deliverable within five (5) business days (the "**Acceptance Period**") to determine whether each Deliverable satisfies the acceptance criteria in all material respects.

- If the Deliverable satisfies its acceptance criteria in all material respects, Customer will furnish a written acceptance confirmation to DT Services via the acceptance form prior to the end of the Acceptance Period.
- For a Deliverable that is not accepted due to a non-conformity or defect, Customer will indicate the detailed reasons for such rejection on the acceptance form and return the acceptance form together with the associated rejected Deliverable to DT Services (a "**Rejection Notice**") within the Acceptance Period.
    a. Upon receipt of a Rejection Notice, DT Services will promptly correct any defects or non-conformities to the extent required so that each Deliverable satisfies the requirements of this SOW and its acceptance criteria in all material respects.
    b. Thereafter, DT Services will resubmit a modified Deliverable to Customer, accompanied by the acceptance form and the process set forth above will be repeated. However, Customer will limit its review of each resubmitted Deliverable to determining whether DT Services has corrected the defects or non-conformities identified in the Rejection Notice.
    c. If Customer fails to provide DT Services with the above described Rejection Notice prior to the end of the applicable Acceptance Period, then the corresponding Deliverable is deemed accepted.
    d. If Customer provides a Rejection Notice after the first resubmission of the Deliverable, DT Services may terminate this SOW.

Acceptance of the Services and any materials provided hereunder will occur upon the completion of the applicable portion of the Services.

5 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **$49,273.00** If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

DT Services will invoice Customer upon Customer signature of the SOW the following one-time charge:

One-Time Charge: **$49,273.00**

5.1 Pricing Breakdown by Category

Pricing Breakdown	
Materials/Equipment	$32,520.18
Professional Installation	$9.854.60
Support - 5 years	$5,420.03
Project Manager	$1,478.19
Grand Total	**$49,273.00**

5.2 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

5.3 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

5.4 Additional Pricing Terms

1. DT Services will exclusively use the Primary Work Site address listed in this SOW for any required taxation purposes.
2. The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
3. The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.
4. Any timescales or plans presented in this document assume that Customer provides any required information and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
5. If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
6. All prices are in USD and are exclusive of all applicable taxes.
7. During the delivery of the Services, if Customer requires changes to a scheduled DT Services activity, as defined by prior agreement or as documented in the agreed DT Services delivery schedule/plan, with less than <five (5)> business days' notice to DT Services in writing, additional charges will apply where DT Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within <three (3) months>, Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the cancellation.
8. Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
9. In the event the Term of this SOW extends beyond one (1) year, DT Services reserves the right to revisit the pricing on each anniversary of the Effective Date. Any changes to the pricing will be managed in accordance with the Change Management Process.

10. Schedule delays outside of DT Services' control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "**Change Management Process**") for managing changes to the SOW. Customer or DT Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- **Change Initiation** – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request Form
- **Change Validation** – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- **Change Analysis and Impact Analysis** – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- **Change Implementation** – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. DT Services will define the change in scope, effort, timeline, and additional cost impact **within ten (10) business days** and provide this to Customer Contact for review and sign off. If more than 10 business days are needed, the estimated time to provide the change request will be communicated by the SPOC to the Customer Contact. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

1. DT Services may use affiliates and subcontractors to perform the Services.
2. DT Services may perform all or part of the Services off-site at a DT Services location or other location.
3. The Services may be performed outside the country in which Customer and/or DT Services is located. From time to time, DT Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services shall remain responsible to Customer for the delivery of Services.
4. Customer acknowledges that DT Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services may approach Customer to serve as reference regarding DT Services' performance of the Services. If Customer agrees to be a reference,

Customer and DT Services will agree in writing to the terms of such reference. A reference

program has been developed to facilitate confidential conversations between DT Services' customers and potential customers.

- Customers are invited to join the program at the conclusion of their project for a period of one year.
- DT Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
- We limit usage of Customer reference to no more than once per month.
- We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.

5. DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
6. Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
7. The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services is not providing legal or regulatory advice.
8. Unless this SOW specifically requires otherwise, DT Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party
9. DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
10. DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
11. Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.

12. No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
13. The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this SOW.
14. In the event the Customer has not engaged DT Services to perform the Services and two (2) months have passed since the later of the Effective Date and DT Services' completion of the last Service-related Deliverable, without further engagement from Customer, DT Services may terminate this SOW by providing thirty (30) calendar days prior written notice.
15. The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.

8 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via email to DT Services. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (i) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

WILLIAMSON COUNTY, TEXAS	Dell Marketing, L.P., or EMC Corporation, as applicable
Signature:	**Signature:** Deirdre Elvin Digitally signed by Deirdre Elvin Date: 2025.07.08 11:05:10 -05'00'
Printed Name:	**Printed Name:**
Title:	**Title:**
Date:	**Date:**

Services may not be scheduled or commenced until DT Services receives a purchase order (“PO”) from Customer that references this SOW. To the extent that Customer is unable to deliver the PO(s) required under this SOW directly to the DT Services legal entity identified in the signature block above for any reason, DT Services agrees that Customer may instead deliver such PO(s) to DT Services’ affiliate Dell Marketing L.P. (“DMLP”) or EMC Corporation (“EMC Corp.”). When applicable, Customer agrees that DMLP or EMC Corp.: (i) may invoice and receive payments for all fees due hereunder; and (ii) is an intended third-party beneficiary to this SOW and the Agreement with the right to enforce the terms of the SOW and the Agreement directly against Customer for the purpose of collecting such payments. Upon receipt of this fully executed SOW and Customer’s PO, the SPOC will contact Customer to begin scheduling Services.

9 Appendix A: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
Williamson County/Georgetown	710 Main Street	Georgetown	TX	78626	1

10 Appendix B: Bill of Materials

MATERIAL / EQUIPMENT DESCRIPTION	MANF. PART #	QUANTITY	
WiFi Materials			
Ruckus T350d, omni, outdoor access point, 802.11ax 2x2:2 internal BeamFlex+, dual band concurrent. One Ethernet port, PoE input, DC input, USB. -40ºC to 65ºC	901-T350-US40	1	ea
TYCON POWER SYSTEMS TP-POE-48G 48V 24W GIGABIT PASSIVE POE INJECTOR	TCN-TP-POE-48G	4	ea
Mounting Kit for Ruckus T350	902-0125-0000	1	ea
Switches and Other Installation Materials			
FortiGate-201G 10 x GE RJ45 (including 1 x MGMT port, 1 x HA port, 8 x switch ports), 4 x GE SFP slots, 8 x 5GE RJ45, 8 x 10GE SFP+ slots, NP7Lite and CP10 hardware accelerated, 480GB onboard SSD storage.	FTN-FG201G	1	
FortiGate-201G 1 Year FortiGuard URL, DNS & Video Filtering Service	FC-10-F2H1G-112-02-12	5	
FortiGate-201G 5 Year FortiCare Premium Support	FC-10-F2H1G-247-02-60	1	
10GE SFP+ transceiver module, long range 10 GE SFP+ transceiver module, long range 10km, LC connector, SMF, 1310nm, 0C to 85C, for systems with SFP+ slots	FN-TRAN-SFP+LR	4	ea
10GE SFP+ transceiver module, short range 10 GE SFP+ transceiver module, short range 300m, LC connector, MMF, 850nm, 0C to 70C, for systems with SFP+ slots	FN-TRAN-SFP+ SR	4	ea
10GBASE-LR, SFPP SMF (LC), for up to 10km over SMF, standard temperature (0°C to 70°C)	10G-SFPP-LR-S	6	ea
Cat6 shielded cable, shielded RJ45 connectors	SWCAT60D	1	ea
Non-penetrating SLED Mount, 8ft Mast, 4'x4' Base, Protective Mat, Blocks, etc	SWB4-4x4 DRB	1	ea
POE Surge Protection 100/1000Mbps	SWCMJPOE8a	1	ea
Shipping, grounding, weatherproofing, misc and consumable items	SWMISC	1	ea
Manufacturer Support, Network Monitoring/ Optimization and Reporting			
SZ AP Mgmt License for SZ144/vSZ, includes Partner Watchdog Support for AP 5yr, includes RUCKUS AI Subscription 5yr.	CLD-BNDL-SZWA-MSP5	1	ea
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Firewall- 5 Year	SWFW-5	1	ea
SmartWave Technical Support - Network Monitoring, Optimization, Reporting, Revision Level Upgrades and Technician Dispatch - Outdoor Radio - 5 Year	SWSPPT-5	1	ea

12 Appendix C: Service Level Objectives - Provided By Smart WAVE

Ownership of the 5-year maintenance and support shall remain with Smartwave, with no responsibility assigned to Dell for post-delivery support management

A. Provide alert responses and technical support in accordance with the Service Levels noted below:

	Definition	Maximum Response Time	Target Resolution Time
1	Emergency Operations networks/services Department Operations networks/services Emergency operations are unable to connect No work around is available	30 minutes	2 hours
2	Private corporate network access County employees are unable to access the corporate network Locations providing emergency or disaster related services No workaround or reliable redundancy available	2 hours	8 hours
3	Redundant links/equipment require repair Persistent service degradation (e.g., unacceptable slow throughput performance)	4 hours	8 hours
4	Non-Emergency Public Access only Redundancy only requires service Partial, non-critical loss of functionality Temporary workaround is available	8 hours	Next Business Day

B. Provide monitoring, alerting, and reporting for all WiFi equipment and assets.

C. Provide 24x7x365 standby support and dispatch with response time that meet County requirements identified in the table above.

D. Provide all resources (e.g., staff, equipment, and vehicles) to ensure the above specified service requirements are met.

E. Provide technical support 24/7/365 by phone, email, and online portal.

F. Provide an online trouble reporting system that tracks open trouble tickets and includes automatic escalation and notification based on service level requirements and issue progress.

G. Provide WiFi equipment firmware and security updates and server management software updates as part of yearly maintenance and support.

H. Notify the County at least 10 days in advance of deploying any potentially service impacting modifications or any major improvements, system enhancements, or necessary security updates.

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Commissioners Court - Regular Session **22.**

Meeting Date: 07/22/2025

Approval of Service Order Contract #2025299 with Astound Business Solutions, LLC for Information Technology Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve the Service Order and Contract #2025299 between Williamson County and Astound Business Solutions, LLC for the installation of an internet connection for the Williamson County Jail located at 306 W 4th Street, Georgetown, Tx 78626, in the amount of $880.00, pursuant to TIPS Cooperative Contract #230105, and authorizing the execution of the service order.

Background

This Service Order will benefit the County by providing an additional internet connection at the Williamson County Jail to reduce reliance on the current provider, Spectrum (formerly Suddenlink). The Jail's internet service currently runs exclusively on this single connection, which creates a risk of service interruption. To mitigate this risk, the County has acquired a solution called BigLeaf, which supports multiple ISP connections and allows seamless fail over and load balancing between providers. The Astound connection will serve as a secondary line, enhancing redundancy and network reliability. This is approved by the Auditor's Office and Information Technology Services. The funding source is 01.0100.0503.004210 for FY25. Origination #3111. The department's point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Order

1295 Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:01 AM
Form Started By: Sandra Malcolm		Started On: 07/11/2025 11:31 AM
Final Approval Date: 07/17/2025		

Docusign Envelope ID: 0A9EF1FC-632C-4C5B-A77C-58A39F24E739

Astound Business Solutions

Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, (iii) Wave Business Solutions, LLC, and (iv) Digital West Networks, Inc.

CUSTOMER NAME	CUSTOMER DBA	CUSTOMER POINT OF CONTACT	CUSTOMER BILLING ADDRESS
Williamson County		Name: Richard Semple Email: rsemple@wilco.org Office: Mobile:	
EXISTING ACCOUNT NUMBER		**ASTOUND SALES REP**	**ASTOUND SALES SEGMENT**
[redacted]		Christopher Cox - 772618	Enterprise

INITIAL SERVICE TERM	SERVICE ORDER REFERENCE NUMBER
60 months	[redacted]

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
/29 Static IP Block (5 Usable DIA)	405 Martin Luther King Jr St , Georgetown, TX 78626, USA		N/A		1	$30.00	$30.00	$0.00	$0.00
DIA 1 Gb	405 Martin Luther King Jr St , Georgetown, TX 78626, USA	Cust Prem	N/A		1	$850.00	$850.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$880.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

PROPRIETARY AND CONFIDENTIAL

Docusign Envelope ID: 0A9EF1FC-632C-4C5B-A77C-58A39F24E739

NOTES
TIPS Contract-230105 Grande Communications Networks LLC dba Astound Business Solutions

Docusign Envelope ID: 0A9EF1FC-632C-4C5B-A77C-58A39F24E739

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

	DocuSigned by: Delina Anderson 8E27412E7E744EA...
Authorized Customer Signature	Authorized Provider Signature
	Delina Anderson
Printed Name	Printed Name
	Senior Director
Title	Title
	6/30/2025
Date Signed	Date Signed

PROPRIETARY AND CONFIDENTIAL

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:
2025-1336018

Date Filed:
07/14/2025

Date Acknowledged:
07/14/2025

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

Astound Business Solutions, LLC
Princeton, NJ 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.

2029299
Astound OP465283 DIA 1G-405 MLK Georgetown

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stonepeak Tiger Holdings I, LLC, a Delaware limited liability	Princeton, NJ United States	X	
Stonepeak Tiger Holdings II, LP, a Delaware limited	Princeton, NJ 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 _____, _____, _____, _____, _____.
(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:
2025-1336018

Date Filed:
07/14/2025

Date Acknowledged:

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

Astound Business Solutions, LLC
Princeton, NJ United States

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Williamson County

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2029299
Astound OP465283 DIA 1G-405 MLK Georgetown

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Stonepeak Tiger Holdings I, LLC, a Delaware limited liability	Princeton, NJ United States	X	
Stonepeak Tiger Holdings II, LP, a Delaware limited	Princeton, NJ United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Delina Anderson, and my date of birth is [redacted].

My address is [redacted] [redacted], [redacted], [redacted], [redacted], USA.
(city) (state) (zip code) (country)

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

Executed in Denton County, State of Texas, on the 14 day of July (month), 2025 (year).

Delina Anderson

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **23.**

Meeting Date: 07/22/2025

Approval of Purchase #2025302 for Replacement Equipment from GTS Technology Solutions, Inc. for Law Enforcement and Information Systems

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Purchase #2025302 between Williamson County and GTS Technology Solutions Inc. for the replacement body-worn cameras to replace broken and unserviceable cameras for law enforcement personnel, in the total amount of $71,662.05, pursuant to DIR contract #DIR-CPO-4967 and authorizing the purchase.

Background

The approval of this purchase will benefit Williamson County by providing new body-worn cameras to law enforcement to replace current equipment that is broken or unserviceable. Funding source is 01.0100.0503.003008 as per the FY25 budget. Origination #3107. The department point of contact is Thomas Piche.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:03 AM
Form Started By: Barbi Hageman		Started On: 07/11/2025 11:34 AM
Final Approval Date: 07/17/2025		

GTS TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: [redacted]
Quoted Date: 07/08/2025
Expiration Date: 08/07/2025
Account Exec: Ashley Ambroso
Inside Sales Rep: Austin Whitlow
austin.whitlow@gts-ts.com
(512) 681-6214
Terms: NET 30

QUOTE FOR:

Williamson County

ipro BWC4000

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	WV-BWC4000	i-Pro Bwc4000 Camera Only (Includes Klick Fast Mounting Stud)		DIR-CPO-4697	50	$ 962.11	$ 48,105.50
2	WV-BWC40B1	Panasonic I-Pro Bwc4000 Replaceable Battery		DIR-CPO-4697	50	$ 283.02	$ 14,151.00
3	WV-BWC40D8	I-Pro Bwc4000 8-Bay Docking And Charging Station W/O Ac Adapter Ips-Bwc-Ac100W		DIR-CPO-4697	5	$ 1,752.22	$ 8,761.10
4	IPS-BWC-AC100W	i-Pro Ac Adapter (100W) For Bwc 8-Bay Dock Charger And 8-Bay Battery Charger		DIR-CPO-4697	5	$ 128.89	$ 644.45

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:	**$ 71,662.05**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 71,662.05**

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: [redacted]

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:
2025-1335942

Date Filed:
07/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Williamson County
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.
2025302
GTS Q-17109 iPro BWC4000 cameras, batteries, docks, adapters

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 _____, _____ _____ _____, USA.
(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 14th day of July, 2025.
(month) (year)

Elana 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:
2025-1335942

Date Filed:
07/14/2025

Date Acknowledged:
07/14/2025

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

Williamson County
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.

2025302
GTS Q-17109 iPro BWC4000 cameras, batteries, docks, adapters

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 _____, _____, _____, _____, _____.
(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 **24.**

Meeting Date: 07/22/2025

Approval of Issuance of Non-binding Letter of Intent to Silsbee Fleet Group, specifically Lake Country Chevrolet, and Silsbee Ford for the Fiscal Year 2025-2026 Vehicles for Countywide Departments

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to issue a non-binding Letter of Intent (LOI) to Silsbee Fleet Group, specifically Lake Country Chevrolet and Silsbee Ford, to secure inventory from the fleet vehicle order banks and authorize execution of the LOI.

Background

To enhance Williamson County's vehicle acquisition strategy, the Purchasing Department and Fleet Committee seek to take part in the order bank cycle for fleet vehicles that opens in advance of the county's October 1st budget cycle. To participate, fleet dealerships require a non-binding Letter of Intent (LOI) to secure inventory from the order banks. This LOI, issued in advance of an order bank opening, will be reflective of the department's best guess as to what the county's vehicle order will look like in the fall after the budget approval process. Only those vehicles approved by the Commissioner's Court during the budget process shall be purchased with a Purchase Order; however, in October. The recommendation and final order will be brought to the Commissioners' Court for approval utilizing a cooperative contract. This strategy is anticipated to save months on vehicle delivery time. A letter of Intent is attached detailing the anticipated vehicle order. Various departmental funding sources as approved for the Fiscal Year 2025-2026. Department Contacts: Joy Simonton and Kevin Teller.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Intent

Form 1295 Silsbee Ford

Form 1295 Lake Country Chevrolet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:43 AM
Form Started By: Sandra Malcolm		Started On: 07/16/2025 08:44 AM
Final Approval Date: 07/17/2025		

LETTER OF INTENT

DATE: July 15, 2025
TO: Seth Gamblin, Silsbee Fleet Group
FROM: Steve Snell, Williamson County Judge
RE: Letter of Intent to Purchase 2026 Model Fleet Vehicles

Greetings,

This Letter serves as notice of Williamson County's intent to purchase the following Thirty-eight (38) Vehicles in the 2025-2026 fiscal year:

- Fourteen (14) Chevy Tahoe PPV 2WD -- Black; 2026 Model
- Six (6) Chevy Tahoe PPV 4x4 – Black; 2026 Model
- One (1) Chevy Tahoe 4x4 – White; 2026 Model
- Two (2) Chevy Tahoe PPV 2WD– White; 2026 Model
- Three (3) Ford Escape - White; 2026 Model
- Four (4) Ford Explorer 2WD - Black: 2026 Model
- One (1) Ford Explorer 4x4 – Black: 2026 Model
- One (1) F150 Pick-Up Truck; Ext Cab 4x4 – White; 2026 Model
- One (1) F250 Pick-Up Truck; Reg Cab – White; 2026 Model
- Two (2) F250 Pick-Up Truck: Crew Cab White: 2026 Model
- Two (2) Silverado Pick-Up Truck; 4x4 – Black; 2026 Model
- One (1) Ford Cargo Van – White; 2026 Model

Williamson County's fiscal year will not begin until October 1, 2025. As stated in previous discussions, this letter does not create or impose an obligation on Williamson County but is intended to assist in securing allocation of said vehicles in the upcoming order banks for these units and express the county's current intent.

This is a non-binding letter from Williamson County. All purchases are subject to appropriation through the fiscal year 25-26 budget, which may include all or none of said vehicles. This purchase will require Commissioner's Court approval. A Purchase Order will be issued in October of 2025 reflecting the approved purchase. Please contact Joy Simonton directly with any questions, joy.simonton@wilco.org; 512-943-1555.

_____ _____

Steve Snell, Williamson County Judge Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1337828

Date Filed:
07/16/2025

Date Acknowledged:
07/16/2025

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

SILSBEE FORD INC.
SILSBEE, 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.

2025307
FLEET VEHICLES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, DREW	SILSBEE, 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 _____, _____, _____, _____, _____.
(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:
2025-1337828

Date Filed:
07/16/2025

Date Acknowledged:

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SILSBEE FORD INC.
SILSBEE, 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.

2025307
FLEET VEHICLES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, DREW	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SETH GAMBLIN, and my date of birth is [redacted].

My address is [redacted], [redacted], [redacted], [redacted], USA.
(city) (state) (zip code) (country)

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

Executed in HARDIN County, State of TEAXS, on the 16 day of JULY (month), 20 25 (year).

S.Gamblin

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:
2025-1337832

Date Filed:
07/16/2025

Date Acknowledged:
07/16/2025

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

LAKE COUNTRY CHEVROLET
SILSBEE , 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.

2025308
fleet vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, drew	SILSBEE, 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 _____, _____, _____, _____, _____.
(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:
2025-1337832

Date Filed:
07/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LAKE COUNTRY CHEVROLET
SILSBEE , 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.
2025308
fleet vehicles

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
DONALSON, drew	SILSBEE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is SETH GAMBLIN, and my date of birth is [redacted].

My address [redacted] (city) [redacted] (state) [redacted] (zip code) USA (country).

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

Executed in HARDIN County, State of TEXAS, on the 16 day of JULY (month), 20 25 (year).

S.Gamblin

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **25.**

Meeting Date: 07/22/2025

Reject Proposals Submitted for RFP #25RFP54 for Fire and Safety Maintenance Services, Inspection and Testing and Reissue Under RFP #25RFP72 for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on formally closing and rejecting proposals submitted for RFP #25RFP54 for Fire and Safety Maintenance Services, Inspection and Testing due to budget restraints and authorize the Purchasing Agent to advertise and receive sealed proposals under RFP #25RFP72.

Background

Williamson County recommends rejection of submittals received under RFP# 25RFP54 for Fire and Safety Maintenance Services, Inspection and Testing for Facilities Management due to budget constraints. An exemption is requested pursuant to Government Code Sec. 552.104 EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. The Estimated Budget is $75,000.00. The funding source is 01.0100.0509.004500, the Origination ID No. is 2507 and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Non-Award Recommendation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:05 AM
Form Started By: Vickie Johnson		Started On: 07/15/2025 09:14 AM
Final Approval Date: 07/17/2025		

Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilcotx.gov

July 11, 2025

To: Williamson County Purchasing Department

Re: 25RFP54- Fire and Safety Maintenance Services, Inspection and Testing
Notice of Non-Award

The RFP Evaluation Committee recommends a no-award decision for RFP No. 25RFP54 – Fire and Safety Maintenance Services, Inspection, and Testing, based on budget constraints. The committee recommends re-soliciting these services.

The Facilities Management Department recommends that the Williamson County Commissioners Court approve the committee's recommendation not to award this RFP and to proceed with re-solicitation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

Commissioners Court - Regular Session **26.**

Meeting Date: 07/22/2025

Approval of Master Service Agreement No. 2025290 with Trusco Inc. DBA Russell Glass Company for Glass Repair/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 Master Service Agreement No. 2025290 with Trusco Inc. DBA Russell Glass Company and Williamson County for Glass Repair/Replacement in the not-to-exceed amount of $19,500.00 and authorize the execution of the agreement.

Background

This Master Service Agreement is for Glass Repair/Replacement services on an as-needed/requested basis throughout Williamson County with Trusco Inc. DBA Russell Glass Company. This MSA will be valid through September 30, 2025. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0509.004510. Origination ID #3048, and the department contact is Shantil Moore with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Trusco Inc. DBA Russell Glass Company Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/16/2025 03:00 PM
Form Started By: Michelle McKinney		Started On: 07/15/2025 11:32 AM
Final Approval Date: 07/16/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH TRUSCO INC. DBA RUSSELL GLASS COMPANY

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 ("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 **Trusco Inc. DBA Russell Glass Company** (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: The services to be provided include but not limited to as needed glass repair/replacement 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: To the extent applicable, 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, 2025. Unless terminated sooner pursuant to the terms set out herein, the County 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 the 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.

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND 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 SERVICES 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 THEREOF 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 OMISSION 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 JEOPARDY 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.

XI.

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.

XII.

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 June 30, 2025 marked as Exhibit "A,"** hereto. The not-to-exceed amount payable by County under this Agreement shall be **Nineteen Thousand, Five Hundred Dollars ($19,500.00)**. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

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@wilcotx.gov 512-943-1500

XIII.

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.

XIV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Agreement 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.

	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	

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required 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.

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. Service Provider shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

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@wilcotx.gov

Upon execution of this Agreement, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Agreement.

XV.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

No Assignment: Service Provider may not assign this Agreement.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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.

XXIV.

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.

XXV.

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
Trusco Inc. DBA Russell Glass Company
2611 S. Austin Ave.
Georgetown, TX 78626

XXVI.

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

XXVII.

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.

XXVIII.

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 March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). 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.

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 Agreement include the following:

A. This Agreement, its Exhibits and any amendments agreed to by both parties (if any);
B. Statements of Work (SOWs) 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.

XXX.

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___

TRUSCO INC. DBA RUSSELL GLASS COMPANY

_____
Authorized Signature

Russ Rutledge
Printed Name

Dated: July 8 _____, 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 10 2025 Time: 2:53 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 10 2025 Time: 8:43 am

Exhibit "A"

Price Sheet dated June 30, 2025

Trusco Inc. DBA Russell Glass
Attachment – Price Sheet

This attachment shall be completed and returned with the Master Services Agreement documents.

Service Provider shall submit a billing rate for each discipline which shall be incorporated into this Master Services Agreement.

Rates shall remain firm throughout the term of this Master Services Agreement. This price sheet shall be used to establish fixed prices for services by purchase order.

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

• **Technician - Labors**	**Rate Price per Hour**
• Regular Hours – 7:00 am – 5:00 pm	$75.00 per technician, per hour
• After Regular Hours – 5:01 pm – 6:59 am	$112.50 per technician per hour
• Weekends or County approved Holidays	$ 225.00 per technician, per hour
• **Service Vehicle**	**Service Fee**
• Service Vehicle Fee – per site visit, per vehicle	$90.00

Emergency Contact Personnel:	Susan Cearley
Business Hours Phone Number:	512-863-4527
Email Address:	glass@russellglass.com

		Materials - Remedial Repairs	
		Materials not covered under scheduled service:	
*		Service Provider may invoice for parts and materials (glass only) on a cost-plus basis. The Service Provider may invoice at __300_ % markup.	
**		Service Provider may invoice for parts and materials (hardware only) on a cost-plus basis. Service Provider may invoice at __65_ % markup.	
**		Service Provider may invoice for equipment rental on a cost-plus basis. Service Provider may invoice at _25 % 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 Service Provider any documentation that reflects price for verification purposes.	

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:
2025-1336383

Date Filed:
07/14/2025

Date Acknowledged:

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

Trusco Inc. dba Russell Glass Company
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 Commissioner

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.

2025290
Russell Glass Services, Replace Broken Window Glass

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trusco Inc. dba Russell Glass Company	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Russ Rutledge [redacted]

My address is [redacted]
(city) (state) (zip code) (country)

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

Executed in Williamson County, State of Texas, on the 15 day of July (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:
2025-1336383

Date Filed:
07/14/2025

Date Acknowledged:
07/15/2025

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

Trusco Inc. dba Russell Glass Company
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 Commissioner

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.

2025290
Russell Glass Services, Replace Broken Window Glass

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Trusco Inc. dba Russell Glass Company	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 _____, _____, _____, _____, _____.
(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 **27.**

Meeting Date: 07/22/2025

SAM 2586 WA12 SA1 Ronald Reagan Corridor Segment D

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 1 to Work Authorization No. 12 to the Ronald Reagan Corridor Segment D contract executed May 19, 2020, between Williamson County and Surveying and Mapping, LLC, relating to the 2019 Road and Bridge Program. Project: P673 and P674 Fund Source: Road and Bridge

Background

This Supplemental No. 1 to Work Authorization No. 12 is for the survey of 10 additional parcels and increases the fee by $95,685.50 from $99,8460.00 to $195,531.50 and extends the termination date to 9/30/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA12 SA1 Ronald Reagan Corridor Segment D

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/14/2025 08:22 AM
County Judge Exec Asst.	Delia Colon	07/14/2025 10:04 AM
Form Started By: Vicky Edwards		Started On: 07/10/2025 09:22 AM
Final Approval Date: 07/14/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 12

WILLIAMSON COUNTY CORRIDOR PROJECT:
RONALD REAGAN CORRIDOR SEGMENT D
FROM WILLIAMS DRIVE TO SH 195

This Supplemental Work Authorization No. 01 to Work Authorization No. 12 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") 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").

WHEREAS, the County and the Surveyor executed Work Authorization No. 12 dated effective October 4, 2023 (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 Services 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 increase the scope of acquisition parcels by 10 parcels, from 15 parcels to an amount to not to exceed 25 parcels. 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 **$95,685.50** from $99,846.00 to **$195,531.50**. 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:	**COUNTY:**
Surveying and Mapping, LLC	**Williamson County, Texas**
By: Donald J. Zdancewicz (Digitally signed by Donald J. Zdancewicz, DN: C=US, E=donald.zdancewicz@sam.biz, O="Surveying and Mapping, LLC", OU=Survey, CN=Donald J. Zdancewicz, Date: 2025.05.13 13:48:59-05'00')	By:
Signature	Signature
Donald Zdancewicz, RPLS	
Printed Name	Printed Name
Survey Department Manager	
Title	Title
5/13/25	
Date	Date

LIST OF ATTACHMENTS

Attachment B – Scope of Services by Surveyor

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 2:24 pm, Jul 08, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR RONALD REAGAN CORRIDOR SEGMENT D FROM WILLIAMS DRIVE TO SH 195

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby increases the Parcel Acquisition Documents services from 15 parcel acquisitions to no more than 25 parcel acquisitions along the Ronald Reagan Boulevard Segment D Corridor, from Williams Drive to Rattlesnake. Surveyor's Scope of Services is limited to those items outlined below.

d. PARCEL ACQUISITION DOCUMENTS (up to **25** total parcel documents assumed; up to **25** total parcel staking's assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for ROW parcel and easement 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.

- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for ROW parcel and easement acquisition(s).

- Stake proposed ROW with suitable markers as requested, on a parcel-by-parcel basis, for the purposes of fence construction, utility installation, or property owner requests.

DELIVERABLES:

- Draft Parcel Acquisition Documents (pdf)
- Preliminary ROW map (roll plot – submitted with draft exhibits)
- Final Signed and Sealed Parcel Acquisition Documents (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

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**	**Week 14**	**Week 15**	**Week 16 - Week 55**
NOTE*	*2/5/24*	*2/12/24*	*2/19/24*	*2/26/24*	*3/4/24*	*3/11/24*	*3/18/24*	*3/25/24*	*4/1/24*	*4/8/24*	*4/15/24*	*4/22/24*	*4/22/24*	*4/29/24*	*5/6/24*	*5/13/24 - 9/30/25*
ROW Field Surveys																
Boundary Analysis/Prepare Prelim ROW Documents																
Right-of-Way Map Sheets																
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: WA # 12 Ronald Reagan ROW
Proposal Number: 1019052774P

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Field Surveys (10 additional parcels plus Ronald Reagan Boulevard ROW and Topo)						49		2		$7,805.00
Boundary Analysis (10 additional parcels plus Ronald Reagan Boulevard ROW)	1	10	5	10	20					$5,515.00
Prepare Preliminary ROW Documents (10 additional parcels)	1	10	5	10	80					$11,395.00
Prepare Final ROW Documents (Up to 10 additional parcels, includes review of title commitment)	1	10	5	9	30					$6,385.00
Establish ROW Monumentation (Up to 40 additional iron rods)	1	9	5	6	6	40		2		$9,953.00
Preliminary ROW Map Field and Office Support		9	52.5	94	115.5	88.75	9.5	6.5		$46,477.75
										$0.00
SUB-TOTALS	4	48	72.5	129	251.5	177.75	9.5	10.5	0	$87,530.75
HOURS SUB-TOTALS	4	48	72.5	129	251.5	177.75	9.5	10.5	0	702.75
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
TOTAL LABOR COSTS	$720.00	$7,680.00	$9,787.50	$14,190.00	$24,647.00	$27,551.25	$1,852.50	$1,102.50	$0.00	$87,530.75

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		2679	$0.655	per mile						$1,754.75
GPS Receiver		256	$25.00	per hour						$6,400.00
Primary Control Monuments		0	$90.00	each						$0.00
SUBTOTAL DIRECT EXPENSES										**$8,154.75**

SUMMARY		
LABOR COSTS		$87,530.75
NON-SALARY (OTHER DIRECT EXPENSES)		$8,154.75
TOTAL SAM SURVEY		**$95,685.50**

Commissioners Court - Regular Session **28.**

Meeting Date: 07/22/2025

McGray 24RFSQ13 WA1 Corridor J3

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. 1 to the On-Call Surveying Services contract executed on March 19, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road and Bridge Program. Project: P457 Fund Source: Road and Bridge

Background

The McGray & McGray Land Surveyors, Inc. Work Authorization No. 1 is for the survey of one property for the Corridor J3 project for the amount of $5,248.06 and terminates on 9/30/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

McGray 24RFSQ13 WA1 Corridor J3

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/14/2025 08:19 AM
County Judge Exec Asst.	Delia Colon	07/14/2025 10:07 AM
Form Started By: Vicky Edwards		Started On: 07/10/2025 09:38 AM
Final Approval Date: 07/14/2025		

WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY CORRIDOR PROJECT:
CORRIDOR J3

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 McGray & McGray Land Surveyors, Inc. (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 $5,248.06.

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.** h r in 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

VP
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 8:10 am, Jul 10, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CORRIDOR J3

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. Provide an agent as necessary to secure proposed ROW and relocate/remove improvements on proposed ROW.

8. 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.

9. 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
J3 CORRIDOR

PROJECT DESCRIPTION

Project Limits
The project limits are at 2189 Highway 138.

Project Scope
Surveyor shall provide ROW mapping services to be used for acquisition of 1 parcels along Highway 138, Williamson County, Texas. Surveyor's Scope of Services is limited to those items outlined below.

1. RIGHT-OF-ENTRY (ROE)

    a. The Surveyor will obtain right-of-entry (ROE) for approximately 1 properties for the purpose of collecting ROW survey data. The Surveyor anticipates that Williamson County will handle problems regarding all refusal to grant ROE or communication with private property owners who are hostile with respect to the completion of this scope of services. The Surveyor will document any interactions with property owners while performing the work.

2. PROJECT MANAGEMENT

    a. Communication:

        - Designate one Registered Professional Land Surveyor (Texas) to be responsible for the project management, and all communications with the County and its representatives.

    b. Monthly Progress Report, Invoices, and Billings *(*2 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, 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, monthly, in accordance with current County requirements.

    c. Project Coordination & Administration:

        - 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 Surveyor'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.

    d. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit to County as requested.

e. Deliverables:

- Monthly Invoices and Progress Reports
- Project Schedule and Updates

3. RIGHT-OF-WAY (ROW) MAPPING

a. Research
- Surveyor shall perform records research and obtain sufficient ownership documents to prepare a working sketch (abstract map) of adjoining properties along the project route.

b. Field Survey
- Surveyor will locate existing control (if available and provided) 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 lines and parcel boundaries.

c. Parcel Acquisition Documents (up to 1 parcel documents assumed; up to 1 staking assumed):
- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for ROW parcel and easement 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.
- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for ROW parcel and easement acquisition.
- Stake proposed right of way with suitable markers as requested on a parcel-by-parcel basis for the purposes of fence construction, utility installation, or property owner requests.

d. Deliverables:
- Survey CADD files;
- Draft Parcel Acquisition Documents (pdf);
- Final Parcel Acquisition Documents (one original and pdf);
- ASCII point file of all points located/set during the course of the survey; and

4. ASSUMPTIONS

a. Vehicular and pedestrian access to the site is possible and granted. Williamson County will assist with Right of Entry (ROE) to adjacent tracts, if required.

b. Proposed ROW lines will be provided by Williamson County.

c. Williamson County or title company will furnish the current ownership information, title commitment, and Schedule B Exception Documents (if applicable).

d. Survey data will be based on the Texas State Plane Coordinate System, NAD83 – Central Zone; Vertical data will be based on the North American Vertical Datum of 1988 (NAVD88), Geoid12B, unless specified otherwise.

e. All documents will be signed, sealed and prepared under the direction of a Registered Professional Land Surveyor licensed to practice in the state of Texas.

ATTACHMENT C
WORK SCHEDULE
CORRIDOR J3

Work shall begin in 1 week after receiving written Notice-to-Proceed. McGray and McGray Land Surveyors, Inc. estimates project completion by August 15, 2025 with the following deliverable schedule:

- Survey CADD files, by August 15, 2025
- Draft Parcel Acquisition Documents (pdf), August 8, 2025
- Final Parcel Acquisition Documents (one original and pdf), August 15, 2025
- ASCII point file of all points located/set during the course of the survey, by August 15, 2025

NOTE: Weather and access issues may affect timing for actual delivery of scoped items.

Prime Provider: McGray & McGray Land Surveyors, Inc.
Corridor J3, 2189 SH 138, WA No. 1

Attachment D - Fee Schedule
Method of Payment: Specified Rate

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.	4	6	14	1	12	1	$ 5,238.06
							$ -
							$ -
HOURS SUB-TOTALS	4.00	6.00	14.00	1.00	12.00	1.00	38
CONTRACT RATE PER HOUR	$188.06	$115.53	$95.38	$85.97	$190.00	$91.35	
TOTAL LABOR COSTS	$752.24	$693.18	$1,335.32	$85.97	$2,280.00	$91.35	$5,238.06
% DISTRIBUTION OF STAFFING	10.53%	15.79%	36.84%	2.63%	31.58%	2.63%	65.79%
SUBTOTAL:							**$5,238.06**

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Deed Copies	sheet	$1.00	10	$10.00
SUBTOTAL OTHER DIRECT EXPENSES				**$10.00**

SUMMARY	
TOTAL LABOR COSTS (DIRECT LABOR)	$5,238.06
(OTHER DIRECT EXPENSES)	$10.00
GRAND TOTAL	**$5,248.06**

Commissioners Court - Regular Session **29.**

Meeting Date: 07/22/2025

SAM 2586 WA13 SA3 Corridor E3 - E4

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 3 to Work Authorization No. 13 to the Corridor E3/E4 (East Wilco Highway Segment 6) contract executed May 19, 2020, between Williamson County and Surveying and Mapping, LLC, relating to the 2019 Road and Bridge Program. Project: P694 Fund Source: Road and Bridge

Background

This Supplemental No. 3 to Work Authorization No. 13 is to decrease the fee by $20,000.00 from $522,694.45 to $502,694.45.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SAM 2586 WA13 SA3 Corridor E3 - E4

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/14/2025 08:22 AM
County Judge Exec Asst.	Delia Colon	07/14/2025 10:16 AM
Form Started By: Vicky Edwards		Started On: 07/10/2025 09:50 AM
Final Approval Date: 07/14/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 03
TO
WORK AUTHORIZATION NO. 13

WILLIAMSON COUNTY CORRIDOR PROJECT:
CORRIDOR E3/E4 (EAST WILCO HWY SEGMENT 6)
FROM CR 127 TO CR 327

This Supplemental Work Authorization No. 03 to Work Authorization No. 13 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") 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").

WHEREAS, the County and the Surveyor executed Work Authorization No. 13 dated effective December 20, 2023 (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 maximum amount payable for service under the Work Authorization is hereby decreased by **$20,000.00** from $522,694.45 to **$502,694.45**. 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:	**COUNTY:**
Surveying and Mapping, LLC	**Williamson County, Texas**
By: _____	By: _____
Signature	Signature
Scott Brashear	
Printed Name	Printed Name
RPLS, Sr. PM	
Title	Title
6/27/25	
Date	Date

LIST OF ATTACHMENTS

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 2:23 pm, Jul 08, 2025

ATTACHMENT D
TIME & MATERIALS PAYMENT BASIS
SURVEY SERVICES

Project: Corridor E
Proposal Number: 1019052774Q

TASK DESCRIPTION	SENIOR PROJECT MANAGER	PROJECT MANAGER	STAFF SURVEYOR	SENIOR SURVEY TECHNICIAN	SURVEY TECHNICIAN	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	FIELD COORDINATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
Establish Control (Up to 8 points)	4	4		12	16	50		3		$12,313.00
Records Research and Deed Study	4	24		50	120					$21,820.00
Field Surveys	4	12		40	80	460		23		$88,595.00
Boundary Analysis	10	42	24	80	60					$26,440.00
Prepare Preliminary ROW Documents (Up to 56 parcels)	10	50	16	224	560					$91,480.00
Prepare Final ROW Documents (Up to 56 parcels, includes review of title commitment)	6	24	8	56	168					$28,624.00
Establish ROW Monumentation (Up to 224 iron rods)	6	6		24	24	240		12		$45,492.00
Right of Entry Coordination E2/E3 (56 Parcels)	4	24		25	65	10		5		$15,755.00
SWA 1 -Records Research and Deed Study (Up to 24 additional properties)	4	14		28	55					$11,430.00
SWA 1 - Field Surveys	2	6		16	36	200		10		$38,658.00
SWA 1- Boundary Analysis	4	20	12	36	28					$12,244.00
SWA 1- Prepare Preliminary ROW Documents (Up to 24 additional parcels)	6	24	6	96	240					$39,810.00
SWA 1 - Prepare Final ROW Documents (Up to 24 additional parcels, includes review of title commitment)	2	12	4	24	72					$12,516.00
SWA 1- Establish ROW Monumentation (Up to 96 iron rods)	2	4		12	12	100		5		$19,521.00
SWA 1- Stake Proposed ROW (Up to 15 mobilizations)	2	4		10	10	35		7		$9,240.00
										$0.00
										$0.00
										$0.00
SUB-TOTALS	70	270	70	733	1546	1095	0	65	0	$473,938.00
HOURS SUB-TOTALS	70	270	70	733	1546	1095	0	65	0	3849
CONTRACT RATE PER HOUR	$180.00	$160.00	$135.00	$110.00	$98.00	$155.00	$195.00	$105.00	$75.00	
TOTAL LABOR COSTS	$12,600.00	$43,200.00	$9,450.00	$80,630.00	$151,508.00	$169,725.00	$0.00	$6,825.00	$0.00	$473,938.00

OTHER DIRECT EXPENSES		**# OF UNITS**	**COST/UNIT**							
Mileage (number x current state rate)		6327	$0.655	per mile						$4,144.19
Mileage (number x current state rate)		2078	$0.670	per mile						$1,392.26
GPS Receiver		900	$25.00	per hour						$22,500.00
Primary Control Monuments		8	$90.00	each						$720.00
SUBTOTAL DIRECT EXPENSES										**$28,756.45**

SUMMARY		
LABOR COSTS		$473,938.00
NON-SALARY (OTHER DIRECT EXPENSES)		$28,756.45
TOTAL SAM SURVEY		**$502,694.45**

Commissioners Court - Regular Session **30.**

Meeting Date: 07/22/2025

Final plat for the Schwertner Ranch Phase 5 subdivision – Pct 4

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 Schwertner Ranch Phase 5 subdivision – Precinct 4.

Background

This is the next section of the Schwertner Ranch development. It consists of 312 residential lots, 3 open space lots and 9,373 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $7,648,495.20 has been posted with the County to cover the cost of the remaining construction.

Timeline
2025-04-21 – initial submittal of the final plat
2025-05-22 – 1st review complete with comments
2025-05-27 – 2nd submittal of final plat
2025-06-11 – 2nd review complete with comments
2025-06-18 – 3rd submittal of final plat
2025-07-02 – 3rd review complete with comments
2025-07-03 – 4th submittal of final plat
2025-07-07 – 4th review complete with clear comments
2025-07-15 – receipt of final plat with signatures
2025-07-17 – final plat placed on the July 22, 2025, Commissioners Court agenda for consideration

Fiscal Impact

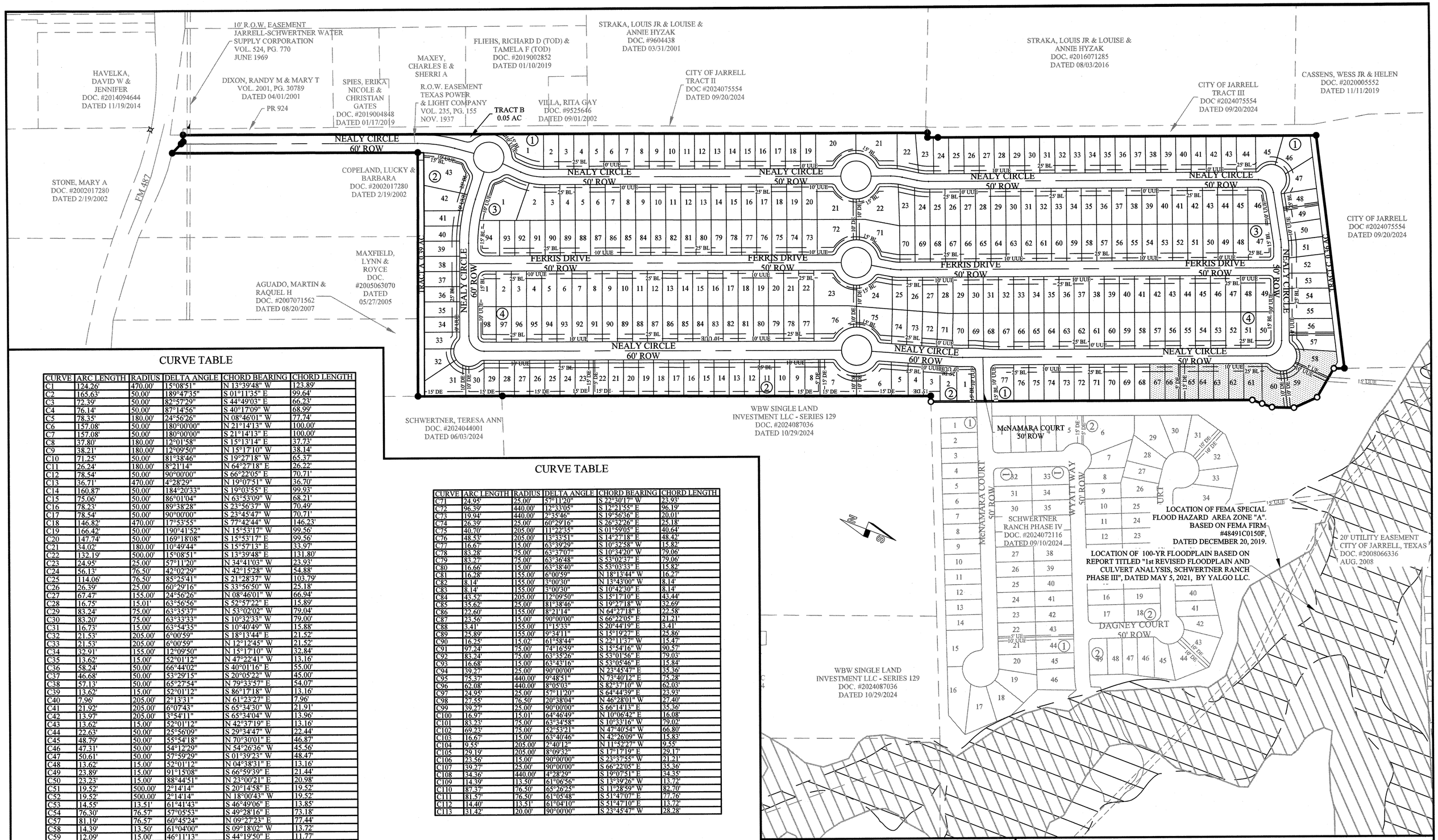
From/To	Acct No.	Description	Amount

Attachments

final plat - Schwertner Ranch Ph 5

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:53 AM
Form Started By: Adam Boatright		Started On: 07/17/2025 10:30 AM
Final Approval Date: 07/17/2025		



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	124.26'	470.00'	15°08'51"	N 13°39'48" W	123.89'
C2	165.63'	50.00'	189°47'35"	S 01°11'35" E	99.64'
C3	72.39'	50.00'	82°57'29"	S 44°49'03" E	66.23'
C4	76.14'	50.00'	87°14'56"	S 40°17'09" W	68.99'
C5	78.35'	180.00'	24°56'26"	N 08°46'01" W	77.74'
C6	157.08'	50.00'	180°00'00"	N 21°14'13" W	100.00'
C7	157.08'	50.00'	180°00'00"	S 21°14'13" E	100.00'
C8	37.80'	180.00'	12°01'58"	S 15°13'14" E	37.73'
C9	38.21'	180.00'	12°09'50"	N 15°17'10" W	38.14'
C10	71.25'	50.00'	81°38'46"	S 19°27'18" W	65.37'
C11	26.24'	180.00'	8°21'14"	N 64°27'18" E	26.22'
C12	78.54'	50.00'	90°00'00"	S 66°22'05" E	70.71'
C13	36.71'	470.00'	4°28'29"	N 19°07'51" W	36.70'
C14	160.87'	50.00'	184°20'33"	S 19°03'55" E	99.93'
C15	75.06'	50.00'	86°01'04"	N 63°53'09" W	68.21'
C16	78.23'	50.00'	89°38'28"	S 23°56'37" W	70.49'
C17	78.54'	50.00'	90°00'00"	S 23°45'47" W	70.71'
C18	146.82'	470.00'	17°53'55"	S 77°42'44" W	146.23'
C19	166.42'	50.00'	190°41'52"	N 15°53'17" W	99.56'
C20	147.74'	50.00'	169°18'08"	S 15°53'17" E	99.56'
C21	34.02'	180.00'	10°49'44"	S 15°57'13" E	33.97'
C22	132.19'	500.00'	15°08'51"	S 13°39'48" E	131.80'
C23	24.95'	25.00'	57°11'20"	N 34°41'03" W	23.93'
C24	56.13'	76.50'	42°02'29"	N 42°15'28" W	54.88'
C25	114.06'	76.50'	85°25'41"	S 21°28'37" W	103.79'
C26	26.39'	25.00'	60°29'16"	S 33°56'50" W	25.18'
C27	67.47'	155.00'	24°56'26"	N 08°46'01" W	66.94'
C28	16.75'	15.01'	63°56'56"	S 52°57'22" E	15.89'
C29	83.24'	75.00'	63°35'37"	N 53°02'02" W	79.04'
C30	83.20'	75.00'	63°33'33"	S 10°32'33" W	79.00'
C31	16.73'	15.00'	63°54'35"	S 10°40'49" W	15.88'
C32	21.53'	205.00'	6°00'59"	S 18°13'44" E	21.52'
C33	21.53'	205.00'	6°00'59"	N 12°12'45" W	21.52'
C34	32.91'	155.00'	12°09'50"	N 15°17'10" W	32.84'
C35	13.62'	15.00'	52°01'12"	N 47°22'41" W	13.16'
C36	58.24'	50.00'	66°44'02"	S 40°01'16" E	55.00'
C37	46.68'	50.00'	53°29'15"	S 20°05'22" W	45.00'
C38	57.13'	50.00'	65°27'54"	N 79°33'57" E	54.07'
C39	13.62'	15.00'	52°01'12"	S 86°17'18" W	13.16'
C40	7.96'	205.00'	2°13'31"	N 61°23'27" E	7.96'
C41	21.92'	205.00'	6°07'43"	S 65°34'30" W	21.91'
C42	13.97'	205.00'	3°54'11"	S 65°34'04" W	13.96'
C43	13.62'	15.00'	52°01'12"	N 42°37'19" E	13.16'
C44	22.63'	50.00'	25°56'09"	S 29°34'47" W	22.44'
C45	48.79'	50.00'	55°54'18"	N 70°30'01" E	46.87'
C46	47.31'	50.00'	54°12'29"	N 54°26'36" W	45.56'
C47	50.61'	50.00'	57°59'29"	S 01°39'23" W	48.47'
C48	13.62'	15.00'	52°01'12"	N 04°38'31" E	13.16'
C49	23.89'	15.00'	91°15'08"	S 66°59'39" E	21.44'
C50	23.23'	15.00'	88°44'51"	N 23°00'21" E	20.98'
C51	19.52'	500.00'	2°14'14"	S 20°14'58" E	19.52'
C52	19.52'	500.00'	2°14'14"	N 18°00'43" W	19.52'
C53	14.55'	13.51'	61°41'43"	S 46°49'06" E	13.85'
C54	76.30'	76.57'	57°05'53"	S 49°28'16" E	73.18'
C57	81.19'	76.57'	60°45'24"	N 09°27'23" E	77.44'
C58	14.39'	13.50'	61°04'00"	S 09°18'02" W	13.72'
C59	12.09'	15.00'	46°11'13"	S 44°19'50" E	11.77'
C60	50.68'	50.00'	58°04'16"	N 38°23'19" W	48.54'
C61	38.90'	50.00'	44°34'29"	S 12°56'04" W	37.93'
C62	37.42'	50.00'	42°52'30"	N 56°39'33" E	36.55'
C63	32.16'	50.00'	36°51'12"	N 83°28'36" W	31.61'
C64	12.09'	15.00'	46°11'13"	S 88°08'37" E	11.77'
C65	7.11'	500.00'	0°48'53"	S 69°10'13" W	7.11'
C66	50.12'	500.00'	5°44'38"	N 72°26'58" E	50.10'
C67	50.71'	500.00'	5°48'40"	N 78°13'37" E	50.69'
C68	48.25'	500.00'	5°31'44"	N 83°53'49" E	48.23'
C69	24.95'	25.00'	57°11'20"	N 58°04'01" E	23.93'
C70	28.88'	76.50'	21°37'36"	S 40°17'09" W	28.70'

CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C71	24.95'	25.00'	57°11'20"	S 22°30'17" W	23.93'
C72	96.39'	440.00'	12°33'05"	S 12°21'55" E	96.19'
C73	19.94'	440.00'	2°35'46"	S 19°56'36" E	20.01'
C74	26.39'	25.00'	60°29'16"	S 26°32'26" E	25.18'
C75	40.70'	205.00'	11°22'35"	S 01°59'05" E	40.64'
C76	48.53'	205.00'	13°33'51"	S 14°27'18" E	48.42'
C77	16.67'	15.00'	63°39'29"	S 10°32'58" W	15.82'
C78	83.28'	75.00'	63°37'07"	S 10°34'20" W	79.06'
C79	83.27'	75.00'	63°36'48"	S 53°02'37" E	79.06'
C80	16.66'	15.00'	63°38'40"	S 53°03'33" E	15.82'
C81	16.28'	155.00'	6°00'59"	N 18°13'44" W	16.27'
C82	8.14'	155.00'	3°00'30"	N 13°43'00" W	8.14'
C83	8.14'	155.00'	3°00'30"	S 10°42'30" E	8.14'
C84	43.52'	205.00'	12°09'50"	S 15°17'10" E	43.44'
C85	35.62'	25.00'	81°38'46"	S 19°27'18" W	32.69'
C86	22.60'	155.00'	8°21'14"	N 64°27'18" E	22.58'
C87	23.56'	15.00'	90°00'00"	S 66°22'05" E	21.21'
C88	3.41'	155.00'	1°15'33"	S 20°44'19" E	3.41'
C89	25.89'	155.00'	9°34'11"	S 15°19'27" E	25.86'
C90	16.25'	15.02'	61°58'44"	S 22°11'37" W	15.47'
C91	97.24'	75.00'	74°16'59"	S 15°54'16" W	90.57'
C92	83.24'	75.00'	63°35'26"	S 53°01'56" E	79.03'
C93	16.68'	15.00'	63°45'16"	S 53°05'46" E	15.84'
C94	39.27'	25.00'	90°00'00"	N 23°45'47" E	35.36'
C95	75.37'	440.00'	9°48'51"	N 73°40'12" E	75.28'
C96	62.08'	440.00'	8°05'03"	S 82°37'10" W	62.03'
C97	24.95'	25.00'	57°11'20"	S 64°44'39" E	23.93'
C98	27.55'	76.50'	20°38'04"	N 46°28'01" W	27.40'
C99	39.27'	25.00'	90°00'00"	S 66°14'13" E	35.36'
C100	16.97'	15.01'	64°46'49"	N 10°06'42" E	16.08'
C101	83.23'	75.00'	63°34'58"	S 10°33'16" W	79.02'
C102	69.23'	75.00'	52°53'21"	N 47°40'54" W	66.80'
C103	16.67'	15.00'	63°40'46"	N 42°26'09" W	15.83'
C104	9.55'	205.00'	2°40'12"	N 11°52'27" W	9.55'
C105	29.19'	205.00'	8°09'32"	S 17°17'19" E	29.17'
C106	23.56'	15.00'	90°00'00"	S 23°37'55" W	21.21'
C107	39.27'	25.00'	90°00'00"	S 66°22'05" E	35.36'
C108	34.36'	440.00'	4°28'29"	S 19°07'51" E	34.35'
C109	14.39'	13.50'	61°06'56"	S 13°59'26" W	13.72'
C110	87.37'	76.50'	65°26'25"	S 11°28'59" W	82.70'
C111	81.57'	76.50'	61°05'48"	S 51°47'07" E	77.76'
C112	14.40'	13.51'	61°04'10"	S 51°47'10" E	13.72'
C113	31.42'	20.00'	90°00'00"	S 23°45'47" W	28.28'

GRAPHIC SCALE

0 200' 400' 600'

0 1" 2" 3"

IN FEET

FINAL PLAT
SCHWERTNER RANCH PHASE V

BEING PART OF THE G. Schneider Survey, Abstract No. 580 & Robert Lile Survey, Abstract No. 391
WILLIAMSON COUNTY, TEXAS

REV.	DESCRIPTION	DATE	BY
2	ADJUSTMENTS TO BLOCK 2	07/03/2025	GFC
1	ORIGINAL RELEASE	04/21/2025	EMW

PRINTED ON July 9, 2025

PROJECT NUMBER: SW05	CLIENT NAME:
CHECKED BY: JAJ	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
APPROVED BY: KAC	CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 61.09 ACRES
TOTAL BLOCKS: 4
TOTAL LOTS: 312
TOTAL TRACTS: 3

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing S 36°05'55" W, 2646.86 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353
tmckee@wbdevelopment.com

ENGINEER INFORMATION

KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION

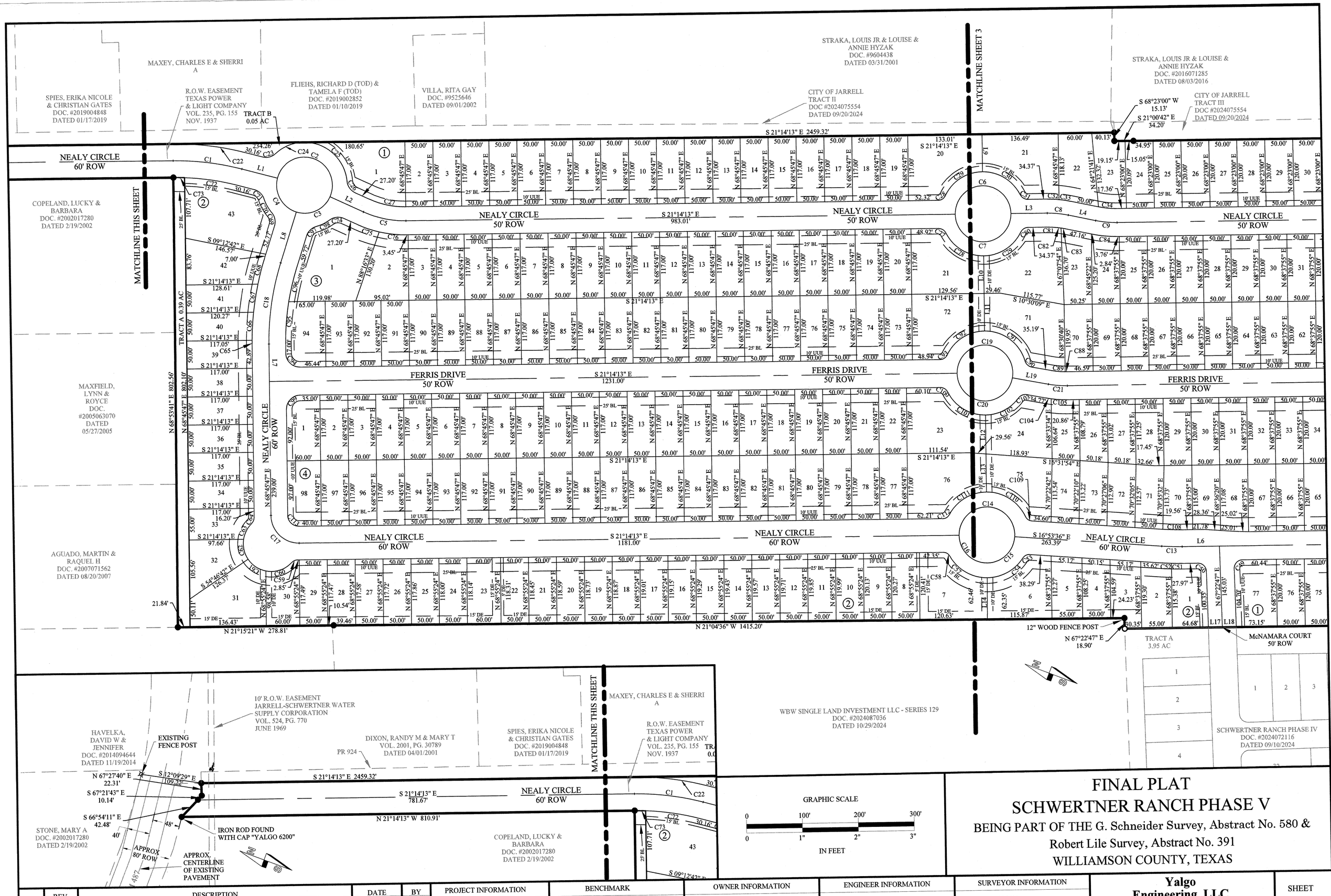
COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
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Georgetown, TX 78626
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FX (254) 953-5057

Texas Registered Engineering Firm F-24040

Texas Registered Surveying Firm # 10194797

SHEET 1 OF 5



FINAL PLAT
SCHWERTNER RANCH PHASE V

BEING PART OF THE G. Schneider Survey, Abstract No. 580 & Robert Lile Survey, Abstract No. 391
WILLIAMSON COUNTY, TEXAS

REV.	DESCRIPTION	DATE	BY
3	ADJUSTMENTS TO BLOCK 2	07/03/2025	GFC
2	ADDED BUILD LINES TO TRACTS	05/27/2025	EMW
1	ORIGINAL RELEASE	04/21/2025	EMW

PRINTED ON July 9, 2025

PROJECT NUMBER: SW05	CLIENT NAME: WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
CHECKED BY: JAJ	CLIENT LOCATION: GEORGETOWN, TX
APPROVED BY: KAC	
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 61.09 ACRES
TOTAL BLOCKS: 4
TOTAL LOTS: 312
TOTAL TRACTS: 3

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing S 36°05'55" W, 2646.86 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
109 W 2nd STREET, SUITE 201
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ENGINEER INFORMATION

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SURVEYOR INFORMATION

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Texas Registered Surveying Firm # 10194797

STRAKA, LOUIS JR & LOUISE & ANNIE HYZAK
DOC. #9604438
DATED 03/31/2001

CITY OF JARRELL
TRACT II
DOC #2024075554
DATED 09/20/2024

MATCHLINE SHEET 2

STRAKA, LOUIS JR & LOUISE & ANNIE HYZAK
DOC. #2016071285
DATED 08/03/2016

CITY OF JARRELL
TRACT III
DOC #2024075554
DATED 09/20/2024

CASSENS, WESS JR & HELEN
DOC. #2020005552
DATED 11/11/2019

CITY OF JARRELL
DOC #2024075554
DATED 09/20/2024

3/4" IRON ROD FOUND

S 21°14'13" E 2459.32'

S 68°23'00" W 15.13'

S 21°00'42" E 34.20'

S 21°22'05" E 1249.68'

NEALY CIRCLE
50' ROW

FERRIS DRIVE
50' ROW

NEALY CIRCLE
60' ROW

McNAMARA COURT
50' ROW

WYATT WAY
50' ROW

TRACT A
3.95 AC

TRACT C 0.36 AC

S 21°22'05" E 1089.02'

S 21°22'05" E 1255.86'

S 16°53'36" E 263.39'

S 21°22'05" E 937.56'

N 21°22'05" W 1061.23'

W 1415.20'

12" WOOD FENCE POST
N 67°22'47" E
18.90'

WBW SINGLE LAND INVESTMENT LLC - SERIES 129
DOC. #2024087036
DATED 10/29/2024

SCHWERTNER RANCH PHASE IV
DOC. #2024072116
DATED 09/10/2024

LOCATION OF FEMA SPECIAL FLOOD HAZARD AREA ZONE "A". BASED ON FEMA FIRM #48491C0150F, DATED DECEMBER 20, 2019.

20' UTILITY EASEMENT
CITY OF JARRELL, TEXAS
DOC. #2008066336
AUG. 2008

LOCATION OF 100-YR FLOODPLAIN BASED ON REPORT TITLED "1st REVISED FLOODPLAIN AND CULVERT ANALYSIS, SCHWERTNER RANCH PHASE III", DATED MAY 5, 2021, BY YALGO LLC.

GRAPHIC SCALE
0 100' 200' 300'
0 1" 2" 3"
IN FEET

FINAL PLAT
SCHWERTNER RANCH PHASE V

BEING PART OF THE G. Schneider Survey, Abstract No. 580 & Robert Lile Survey, Abstract No. 391
WILLIAMSON COUNTY, TEXAS

REV.	DESCRIPTION	DATE	BY
2	ADJUSTMENTS TO BLOCK 2	07/03/2025	GFC
1	ORIGINAL RELEASE	04/21/2025	EMW

PRINTED ON July 9, 2025

PROJECT NUMBER: SW05	CLIENT NAME:
CHECKED BY: JAJ	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
APPROVED BY: KAC	CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION
TOTAL SIZE: 61.09 ACRES
TOTAL BLOCKS: 4
TOTAL LOTS: 312
TOTAL TRACTS: 3

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing S 36°05'55" W, 2646.86 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
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ENGINEER INFORMATION
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SURVEYOR INFORMATION
COREY SHANNON
R.P.L.S. NO. 5967
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Yalgo Engineering, LLC
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Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-24040

Texas Registered Surveying Firm # 10194797

FIELD NOTES

Perimeter description of a 61.09 acre tract of land, out of the Robert Lile Survey, Abstract No. 391 and the G Schneider Survey, Abstract No. 580 in Williamson County, Texas, and being all of that certain tract described as 0.59 acre in a Special Warranty Deed to WBW Single Land Investment, LLC – Series 111 recorded in Docu-ment Number 2020144614 of the Official Public Records of Williamson County, Texas (OPRWC), said 61.09 acre tract also being a portion of that certain tract described as 230.22 acres in a Special Warranty Deed to WBW Sin-gle Land Investment, LLC – Series 111 recorded in Document Number 2019092046, OPRWC, and being more particularly described by metes and bound as follows:

BEGINNING at a 1/2 inch iron rod with plastic cap inscribed "Yalgo 6200" found in the south line of FM 487 (right-of-way varies) for the most easterly northeast corner of the remainder of that certain tract described as 5.98 acres in a General Warranty Deed with Vendor's Lien to Lucky Copeland and Barbara Copeland recorded in Document Number 2002017280 OPRWC, for the northwest corner of said 0.59 acre tract, and for the north-west corner of this tract, from which a destroyed TxDOT Type II concrete monument found bears N 68°55'54" W 1.83 feet;

THENCE: with the south line of said FM 487 the following three (3) courses:

1. S 66°54'11" E 42.48 feet (Record: S 66°53'23" E 42.53 feet) to a 1/2 inch iron rod found for the north-east corner of said 0.59 acre tract,
2. S 67°21'43" E 10.14 feet (Record: S 67°21'43" E 10.14 feet) to a 1/2 inch iron rod found for an angle point in the north line of said 230.22 acre tract and this tract,
3. N 67°27'40" E 22.31 feet (Record: N 67°27'40" E 22.31 feet) to a 1/2 inch iron rod found for the called northwest corner of that certain tract described as 1.320 acres in a Cash Warranty Deed to Schwertner Farms, Inc., recorded as Document Number 2011016978 OPRWC, for the called most northerly corner of said 230.22 acre tract and for the northeast corner of this tract;

THENCE: with the east line of said 230.22 acre tract the following four (4) courses:

1. S 21°14'13" E 2459.32 feet (Record: S 21°14'13" E 2459.32 feet) with the west line of said 1.320 acre tract to a 1/2 inch iron rod found in the north line of that certain tract described as 1.030 acres in a Cash warranty Deed to Schwertner Farms, Inc., recorded as Document Number 2011016156 OPRWC, for an exterior corner of said 230.22 acre tract and this tract,
2. S 68°23'00" W 15.13 feet (Record: S 68°23'00" W 15.13 feet) with the north line of said 1.030 acre tract to a 1/2 inch iron rod found for the northwest corner of said 1.030 acre tract, and for interior corner of said 230.22 acre tract and this tract,
3. S 21°00'42" E 34.20 feet (Record: S 21°00'42" E 34.20 feet) with the west line of said 1.030 acre tract to a 1/2 inch iron rod found,
4. S 21°22'05" E 1249.68 feet (Record: S 21°22'05" E 1249.68 feet) continuing with said west line to a 3/4 inch iron rod found in the north line of that certain tract described as 24.234 acres in a Warranty Deed to Troy Bradshaw, recorded as Document Number 2022085556 OPRWC, for the southwest corner of said 1.030 acre tract, and for the southeast corner of said 230.22 acre tract and this tract;

THENCE: S 62°02'29" W 772.02 feet (Record: S 62°02'29" W 772.02 feet) with the north line of said 24.2234 acre tract, and with a southerly line of said 230.22 acre tract, to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set for an interior angle point of said 230.22 acre tract, for the northwest corner of said 24.234 acre tract, for the southwest corner of this tract, and for an angle point in the east line of that certain tract described as 44.58 acres in a Special Warranty Deed to WBW Single Development Group, LLC – Series 128, recorded in Document Number 2023106418 (OPRWC);

THENCE: into and across said 230.22 acre tract, and with the east line of said 44.58 acre tract, and the west line of this tract the following seven (7) courses:

1. N 21°53'53" W 34.88 feet (Record: S 21°53'53" E 34.88 feet) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
2. N 80°49'36" W 110.11 feet (Record: S 80°49'36" E 110.11 feet) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
3. N 45°13'39" W 84.04 feet (Record: S 45°13'39" E 84.04 feet) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
4. N 16°41'33" W 73.64 feet (Record: S 16°41'33" E 73.64 feet) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
5. N 07°03'25" W 32.77 feet (Record: S 07°03'25" E 32.77 feet) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
6. N 01°09'24" W 34.63 feet (Record: S 01°09'24" E 34.63 feet) to a 1/2 inch iron rod with cap inscribed "Yalgo LLC" set,
7. N 21°22'05" W 1061.23 feet (Record: S 21°22'05" E 1061.23 feet) to a 1/2 inch iron rod with cap in-scribed "Yalgo LLC" set in the north line of said 230.22 acre tract, also being in the south line of that cer-tain tract described as 48.605 acres in a Special Warranty Deed to Jarrell RR Properties, LLC, recorded in Document Number 2021071994 OPRWC, for the northeast corner of said 44.58 acre tract, and for an angle point in the west line of this tract;

THENCE: continuing with the west line of this tract the following three (3) courses:

1. N 67°22'47" E 18.90 feet (Record: N 67°22'47" E 1122.62 feet overall) with the south line of said 48.605 acre tract and the north line of said 230.22 acre tract to a 12 inch wood fence corner post found for the southeast corner of said 44.58 acre tract, and for an angle point in this tract,
2. N 21°04'36" W 1415.20 feet (Record: N 21°04'36" W 1415.20 feet) with the west line of said 230.22 acre tract and the east line of said 44.58 acre tract to a 1/2 inch iron rod found for the easterly northeast corner of said 44.58 acre tract, for the southeast corner of that certain tract described as 10.00 acres in a Warranty Deed to Andrew W. Schwertner, et ux., recorded in Volume 974, Page 429 of the Deed Records of Williamson County, Texas (DRWC), and for an angle point in this tract,
3. N 21°15'21" W 278.81 feet (Record: N 21°15'21" W 278.81 feet) with the east line of said 10.00 acre tract and the west line of said 230.22 acre tract to a 1/2 inch iron rod found for the southwest corner of that certain tract described as 6.00 acres in a General Cash Warranty Deed to Martin Aquado, et ux., recorded in Document Number 2007071562 OPRWC, and for a westerly northwest corner of this tract;

THENCE: N 68°53'41" E 802.56 feet (Record: N 68°53'41" E 836.32 feet overall) with a northerly line of said 230.22 acre tract, and with the south line of said 10.00 acre tract, the south line of that certain tract described as 6.00 acres in a General Warranty Deed with Vendor's Lien to Lynn Maxfield and Royce Maxfield recorded in Document Number 2005063070, OPRWC, and the south line of said 5.95 acre Copeland tract, said south lines in succession, to a point from which a 1/2 inch iron rod found bears N 54°18'43" W 0.19 feet;

THENCE: N 21°14'13" W 810.91 feet (Record: N 21°14'13" W 810.91 feet) leaving the northerly line of said 230.22 acre tract, and with the west line of said 0.59 acre tract and the east line of said 5.95 acre tract to the POINT OF BEGINNING, and containing 61.09 acres of land, more or less, in Williamson County, Texas.

Road Table

Name	Design Speed (mph)	Length (ft)	ROW Width (ft)	Pavement Width (ft)	Classification	Designation
McNamara Court	25	145	50	30	Local	Public
Ferris Drive	25	2686	50	30	Local	Public
Nealy Circle	25	4133	50	30	Local	Public
Nealy Circle	35	2321	60	37	Minor Collector	Public
Nealy Circle	35	1014	60	45	Major Collector	Public
Rosy Maple Way	25	74	50	30	Local	Public

LEGEND

AE	PEDESTRIAN ACCESS EASEMENT
BM	BENCHMARK
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
ELEV	ELEVATION
NTS	NOT TO SCALE
NO	NUMBER
RE	REFERENCE
REV	REVISION
TBM	TEMPORARY BENCH MARK
TYP	TYPICAL
OHE	OVERHEAD OR UNDERGROUND EASEMENT
UE	UTILITY EASEMENT
WWE	WATER AND WASTEWATER EASEMENT
FWLE	FENCE WALL AND LANDSCAPE EASEMENT
BFE	BASE FLOOD ELEVATION
FFE	FINISHED FLOOR ELEVATION
FE	FENCE EASEMENT
●	½" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
○	½" IRON ROD SET
	CHANGE IN BEARING
	OVERFLOW SWALE
	LOTS WITH MINIMUM FFE (SEE BFE/FFE TABLE)

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 06°05'23" E	65.46'
L2	N 03°42'12" E	65.53'
L3	S 21°14'13" E	65.00'
L4	S 09°12'15" E	50.00'
L5	S 68°37'55" W	67.00'
L6	N 21°22'05" W	67.00'
L7	S 68°45'47" W	67.00'
L8	N 86°39'41" E	95.08'
L9	N 68°45'47" E	67.00'
L10	N 68°45'47" E	66.99'
L11	N 68°45'47" E	67.00'
L12	S 68°45'47" W	69.42'
L13	N 68°45'47" E	68.08'
L14	S 69°07'23" W	74.25'
L17	S 21°22'05" E	24.98'
L18	S 21°22'05" E	25.03'
L19	N 10°32'21" W	65.38'
L20	S 80°49'36" E	24.33

BFE / FFE TABLE

Lot #	Block #	BFE (ft)	FFE(ft)
58	1	774.50	776.50
59	1	774.50	776.50
60	1	774.50	776.50
61	1	774.50	776.50
62	1	774.50	776.50
63	1	774.50	776.50
64	1	774.50	776.50
65	1	774.50	776.50
66	1	774.50	776.50
67	1	774.50	776.50

FINAL PLAT
SCHWERTNER RANCH PHASE V
BEING PART OF THE G. Schneider Survey, Abstract No. 580 & Robert Lile Survey, Abstract No. 391
WILLIAMSON COUNTY, TEXAS

Notes:

1. Residential driveways are to be located no closer to the corner of intersecting rights of way than 60 percent of the parcel frontage or 50 feet, whichever is less.
2. The bearings recited hereon are grid bearings derived from GPS observations based on the Texas State Plane Coordinate System, NAD1983 (2011) datum, Texas Central Zone No. 4203. All distances are horizontal ground distances. The average Combined Correction Factor (CCF) is 0.9998522. Grid distance = Ground Distance x CCF. Permanent iron rods set for corner are 1/2 inch iron rods with cap marked "YALGO", unless otherwise noted herein. All coordinates can be referenced to a benchmark described as cotton spindle set in the north margin of County Road 313, bearing South 36°05'55" West, 2646.86 feet from the most southerly corner of this tract. Observed GPS coordinates for said "X" in concrete benchmark are 10269021.77, E=3160972.32 Z=820.52' (NAVD88-Geoid12A).
3. Except in certain isolated areas required to meet accessibility requirements, the minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
4. A certificate of compliance is hereby issued for all lots within this subdivision. This certificate of compliance is valid until such time as FEMA or the county revises or newly adopts floodplain boundaries in this vicinity.
5. No buildings, fences, landscaping or other structures and / or obstructions which impede flow are permitted within the drainage easements shown.
6. Property owner shall provide for access to drainage easements as may be necessary and shall not prohibit access by regulatory authorities.
7. All easements on private property shall be maintained by the property owner or their assigns.
8. This subdivision is not located within the contributing zone of the Edwards Aquifer.
9. Building setback lines shall be in accordance with setbacks shown hereon, applicable owner restrictions recorded in county records or applicable ordinances.
10. No structure or improvement on any lot in this subdivision shall be occupied until connected to a water supply system approved by the Texas Commission on Environmental Quality.
11. No structure or improvement on any lot in this subdivision shall be occupied until connected to a wastewater collection system approved by the Texas Commission on Environmental Quality.
12. 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, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.
13. Water and wastewater systems serving this subdivision shall be designed and installed in accordance with the design and construction standards of the Texas Commission on Environmental Quality or Williamson County. Plans and specifications shall be submitted to TCEQ and other agencies as appropriate at the time such plans are prepared.
14. All streets are to be dedicated for public use.
15. Driveway access to lots within this subdivision from side streets is prohibited.
16. 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.
17. 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
18. The owner shall create a mandatory homeowners association that shall be responsible for the maintenance and liability of any landscaping, irrigation, sidewalks, illumination, subdivision identification signs, water quality features, etc. placed within the Williamson County right-of-way. This homeowners association shall have assessment authority to insure the proper funding for the maintenance.
19. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owner(s) of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas. Said Commissioner's Court assumes no obligation to build any of the roads, or other public thoroughfares shown on this plat, or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system.
20. Tracts A, B, and C shall be owned and maintained by the Home Owners Association and will contain a blanket drainage easement.
21. Storm water runoff must flow directly from all adjacent upstream lots to the downstream lots, without impediment or diversion to other lots and this restriction constitutes an easement in favor of the upstream lots for the same. The homebuilder/property owner must ensure that drainage for each individual lot allow storm water to pass from upstream lots to the downstream lots without impediment. This restriction is to be enforced by the HOA/The Village at Schwertner Ranch Residential Community, Inc. pursuant to Sec. 2.14 of the Declaration of Covenants, Conditional and Restrictions recorded in Doc # 2020088555.
22. The roundabouts are located in the right-of-way and shall be owned by Williamson County and maintained by the Home Owners Association.
23. Maximum of 59% impervious cover per lot, otherwise stormwater management controls shall be designed, constructed, and maintained by the owner. If impervious cover is proposed to exceed maximum percentage allowed, contact Williamson County Floodplain Administration to review the stormwater management controls proposed on lot.
24. Maintenance responsibility for drainage will not be accepted by the county other than that accepted in connection with drainage or protecting the road system. Maintenance responsibility for stormwater management controls will remain with the owner.
25. Lots with less than 50' frontage shall not be further subdivided.
26. All sidewalks shall be maintained by each of the adjacent property owners.
27. Water service is provided by Jarrell Schwertner Water Supply Corporation. Wastewater service is provided by CLL Municipal Utility District No. 1.
28. No construction, planting, or grading shall be permitted to interfere with sight distance easements between the heights of three and eight feet as measured from the crowns of the adjacent streets.
29. No permanent structures shall be built in Tract B.

REV.	DESCRIPTION	DATE	BY
2	REVISED PLAT NOTES	05/27/2025	EMW
1	ORIGINAL RELEASE	04/21/2025	EMW

PRINTED ON July 9, 2025

PROJECT NUMBER: SW05	CLIENT NAME:
CHECKED BY: JAJ	WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
APPROVED BY: KAC	CLIENT LOCATION: GEORGETOWN, TX
AUTHORIZED BY: WBW	

PROJECT INFORMATION

TOTAL SIZE: 61.09 ACRES
TOTAL BLOCKS: 4
TOTAL LOTS: 312
TOTAL TRACTS: 3

BENCHMARK

Cotton spindle set in the north margin of County Road 313 - bearing S 36°05'55" W, 2646.86 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353
tmckee@wbdevelopment.com

ENGINEER INFORMATION

KEITH A. CALDWELL
P.E. NO. 101956
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

SURVEYOR INFORMATION

COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering Firm F-24040

Texas Registered Surveying Firm # 10194797

FINAL PLAT
SCHWERTNER RANCH PHASE V
BEING PART OF THE G. Schneider Survey, Abstract No. 580 &
Robert Lile Survey, Abstract No. 391
WILLIAMSON COUNTY, TEXAS

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

We, WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148, sole owner of the certain 61.09 ACRES tract of land shown hereon and described in a deed recorded in Document # 2024065169 of the Official 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 SCHWERTNER RANCH PHASE V.

TO CERTIFY WHICH, WITNESS by my hand this 9th day of July, 2025

WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148,
a Texas Series Limited Liability Company

By: _____
Bruce Whitis, President

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

This instrument was acknowledged before me on July 9, 2025 by Bruce Whitis, in his capacity as President of WBW Single Development Group, LLC—Series 148, a separate series of WBW Single Development Group, LLC, a Texas series limited liability Company, on behalf of said series.

Neely Anne Roper
My Commission Expires
6/25/2028
Notary ID 4001207

_____
Notary Public, State of Texas

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

I, Corey Shannon, Registered Professional Land Surveyor in the State of Texas, do hereby certify that to the best of my knowledge and belief, this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of the Williamson County, Texas.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 9th day of 2025

_____
COREY SHANNON
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5967

STATE OF TEXAS
REGISTERED
SHAWN COREY SHANNON D
5967
PROFESSIONAL
LAND SURVEYOR

I, Keith A. Caldwell, am authorized under the laws of the State of Texas to practice the profession of engineering and hereby certify that to the best of my knowledge and belief, this plat complies with the applicable ordinance of Williamson County, Texas and that no portion of this subdivision is contained within the 100 year flood plain as identified on the Federal Emergency Management Agency flood insurance rate map, community panel number 48491C0150F, dated December 20, 2019 for Williamson County, Texas.

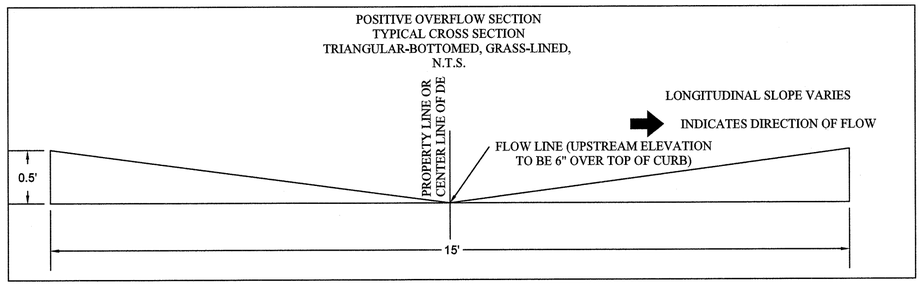
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 9th day of July, 2025

_____
KEITH A. CALDWELL
REGISTERED PROFESSIONAL
ENGINEER NO. 101956

STATE OF TEXAS
KEITH A. CALDWELL
101956
LICENSED
PROFESSIONAL ENGINEER

No portion of this tract is shown to be within a Special Flood Hazard Area per FEMA's Flood Insurance Rate Map (FIRM) Panel for Bell County, Texas Dated December 20, 2019, panel number 48491C0150F. The Surveyor does not certify as to the accuracy or inaccuracy of said information and does not warrant, or imply, that structures placed within the Special Flood Hazard Areas shown hereon, or any of the platted areas, will be free from flooding or flood damage.

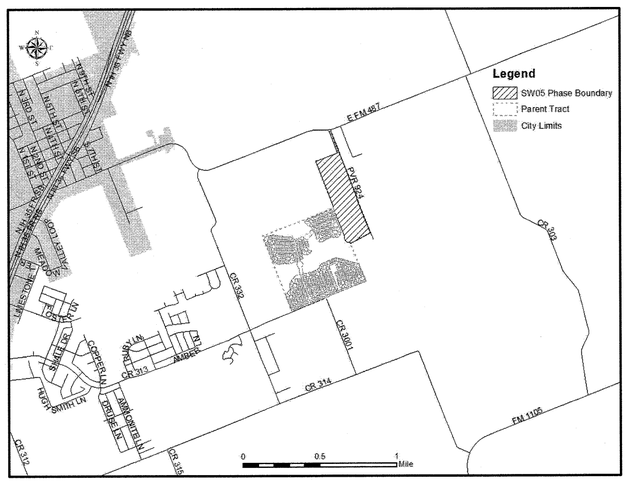
DRAINAGE EASEMENT NOTE (APPLIES TO AREAS WITH THESE ARROWS ➡):
To allow for proper drainage conditions, all drainage easements shall be properly graded, maintained free and clear of obstructions, and special positive overflow sections (swales) shall be provided where shown hereon. Positive overflow sections (swales) shall be sloped to provide stormwater flow (i.e., drainage) from the front to rear of Lots 59, 60, 65 & 66 Block 1, and will be maintained by the lot owner(s).



Road name and address assignments verified this the 15th day of July, 2025 A. D.

Teresa Baker
Williamson County Addressing Coordinator

VICINITY MAP



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

I, Steven Snell, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

_____ _____ _____
Steven Snell, County Judge Date
Williamson County, Texas

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

I, Nancy E. Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument 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 Document No. _____.
TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court
of Williamson County, Texas

By: _____, Deputy

PRINTED ON July 9, 2025

REV.	DESCRIPTION	DATE	BY
2	ADDED VICINITY MAP, REVISED FLOODPLAIN STATEMENTS	05/27/2025	EMW
1	ORIGINAL RELEASE	04/21/2025	EMW

PROJECT NUMBER: SW05
CHECKED BY: JAJ
APPROVED BY: KAC
AUTHORIZED BY: WBW

CLIENT NAME:
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
CLIENT LOCATION: GEORGETOWN, TX

PROJECT INFORMATION
TOTAL SIZE: 61.09 ACRES
TOTAL BLOCKS: 4
TOTAL LOTS: 312
TOTAL TRACTS: 3

BENCHMARK
Cotton spindle set in the north margin of County Road 313 - bearing S 36°05'55" W, 2646.86 feet from the most southerly corner of this tract:

Observed GPS coordinates based on Texas State Plane Coordinate System, NAD83 (2011) datum, Texas Central Zone No. 4203
N: 10269021.77
E: 3160972.32
Z: 820.52' (NAVD88-Geoid12B)

OWNER INFORMATION
WBW SINGLE DEVELOPMENT GROUP, LLC—SERIES 148
109 W 2nd STREET, SUITE 201
GEORGETOWN, TX 78626
254-953-5353
tmckee@wbdevelopment.com

ENGINEER INFORMATION
KEITH A. CALDWELL
P.E. NO. 101956
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GEORGETOWN, TX 78626

SURVEYOR INFORMATION
COREY SHANNON
R.P.L.S. NO. 5967
YALGO ENGINEERING
109 W 2nd STREET SUITE 201
GEORGETOWN, TX 78626

Yalgo Engineering, LLC
109 W 2nd Street Ste. 201
Georgetown, TX 78626
PH (254) 953-5353
FX (254) 953-5057

Texas Registered Engineering
Firm F-24040

Texas Registered
Surveying Firm # 10194797

SHEET 5 OF 5

Commissioners Court - Regular Session **31.**

Meeting Date: 07/22/2025

22IFB139 FM3349 at US79 - Change Order #24 (UPRR Track Work)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 24 in the amount of $883,598.55 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: 2019 Road Bond in Commissioners Precinct 4.

Background

This Change Order compensates the Contractor for constructing the UPRR shoo-fly and box culverts at US 79, per the required plan revisions. The final 100% plan set, issued after bid opening, includes the revised culvert and shoo-fly work. Quantity adjustments and new items were required, per the plan revisions. Multiple items will be added by this Change Order. Please see attached Change Order. This Change Order resulted in a net increase of $883,598.55 to the Contract amount, for an adjusted Contract total of $85,324,158.69. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,383,120.56 has been added to the Contract, resulting in an 4.13% net increase in the Contract cost. Ninety (90) additional days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#24_UPRR TrackWork

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:06 AM
Form Started By: Julissa Vasquez		Started On: 07/15/2025 11:41 AM
Final Approval Date: 07/17/2025		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 24

Contract Award Date:	9/13/2022
Project Number:	22IFB139
Funding Source:	P332
Roadway:	FM 3349
CSJ Number:	3486-01-008

Contractor: James Construction Group, LLC

NTP Required: ☑ Yes ☐ No

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta. 149.03 to Sta. 149.61

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 3G (3 Max. - In order of importance - Primary first)

Describe the work being revised:

3G. County Convenience. Compliance requirements of new laws and/or policies.: This Change Order compensates the Contractor for constructing the UPRR shoo-fly and box culverts at US 79, per the required plan revisions. The final 100% plan set, issued after bid opening, includes the revised culvert and shoo-fly work. Quantity adjustments and new items were required, per the plan revisions.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: RR25-RR62, RR64-RR89

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 7/2/2025

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: 1 Days added on this CO: 90

Amount added by this change order: $883,598.55

Original Contract Amount: $81,941,038.13

Total Change Orders To-Date: $3,383,120.56

Percent Change in Original Contract: 4.13%

RECOMMENDED FOR EXECUTION:

7/8/2025
Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION:

7/15/2025
Department of Infrastructure Date
Williamson County

Christen Eschberger 7/15/2025
Program Manager Date

APPROVED:

N/A
3rd Party Signature Date

Presiding Officer of the Date
Williamson County Commissioners Court

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 24 ***Project # 22IFB139***

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
105 6008	REMOVING STAB BASE AND ASPH PAV (6") -008	SY	$11.54	1,678.00	$19,364.12	572.00	2,250.00	$25,965.00	$6,600.88
132 6025	EMBANKMENT (FINAL) (DENS CONT) (TY C1) -008	CY	$33.16	6,587.00	$218,424.92	(372.00)	6,215.00	$206,089.40	($12,335.52)
164 6035	DRILL SEEDING (PERM) (RURAL) (CLAY) -008	SY	$0.35	492,273.00	$172,295.55	5,808.00	498,081.00	$174,328.35	$2,032.80
260 6011	LIME TRT (EXST MATL) (12") -008	SY	$0.10	157,895.20	$15,789.52	6,978.00	164,873.20	$16,487.32	$697.80
464 6003	RC PIPE (CL III) (18 IN) -008	LF	$79.52	1,179.00	$93,754.08	267.00	1,446.00	$114,985.92	$21,231.84
467 6363	SET(TYII) (18IN)(RCP) (6:1)(P) -008	EA	$1,414.57	6.00	$8,487.42	6.00	12.00	$16,974.84	$8,487.42
496 6007	REMOV STR (PIPE) -008	LF	$33.69	188.00	$6,333.72	54.00	242.00	$8,152.98	$1,819.26
UPRR 32 31 10	ROW Fence -008	LF	$30.85	5,000.00	$154,250.00	(3,424.00)	1,576.00	$48,619.60	($105,630.40)
UPRR 34 11 10	CLEARING AND GRUBBING -008	AC	$2,732.30	4.40	$12,022.12	2.40	6.80	$18,579.64	$6,557.52
UPRR 34 11 10	Shoofly Track - Construct 136# ISHH CWR, Wood Ties (Phase 1) -008	TF	$435.00	1,905.00	$828,675.00	(470.00)	1,435.00	$624,225.00	($204,450.00)
UPRR 34 11 10	Shift Wye Track - 30% Tie Replacement (Phase 1) -008	TF	$225.00	314.00	$70,650.00	(314.00)	0.00	$0.00	($70,650.00)
UPRR 34 11 10	Dispose Ties -008	EA	$35.00	218.00	$7,630.00	(19.00)	199.00	$6,965.00	($665.00)
UPRR 34 11 10	Shift Mainline Track - 0% Tie Replacement Materials Only -008	TF	$80.00	861.00	$68,880.00	(861.00)	0.00	$0.00	($68,880.00)
UPRR 34 11 11	Main Track - Construct 16# ISHH CWR, Wood Ties -008	TF	$1,492.25	0.00	$0.00	117.00	117.00	$174,593.25	$174,593.25
UPRR 34 11 12	Shift Wye Track - 20% Tie Replacement Materials and Double Spiked Only - Phase 2 -008	TF	$144.78	0.00	$0.00	861.00	861.00	$124,655.58	$124,655.58
UPRR 34 11 13	Shift Wye Track - 20% Tie Replacement Materials and Double Spiked Only - 008	TF	$209.55	0.00	$0.00	314.00	314.00	$65,798.70	$65,798.70
UPRR 34 11 14	Shoofly - Skeletonize 136# ISHH SWR, Wood Ties -008	TF	$674.37	0.00	$0.00	249.00	249.00	$167,918.13	$167,918.13
UPRR 34 11 15	Shoofly - Skeletonize 136# ISHH SWR, Wood Ties, Panelized -008	TF	$965.20	0.00	$0.00	104.00	104.00	$100,380.80	$100,380.80
UPRR 34 11 16	Dispose of Crossing Panels -008	TF	$266.70	0.00	$0.00	100.00	100.00	$26,670.00	$26,670.00
	TOTALS				$1,676,556.45			$1,921,389.51	$244,833.06

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 24 ***Project # 22IFB139***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW			
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN	
UPRR 34 11 17	Surface and Line Mainline Track - 30% Tie Replacement Materials Only -008	TF	$387.35	0.00	$0.00	497.00	497.00	$192,512.95	$192,512.95	NEW
UPRR 34 11 18	Surface and Line Mainline Track - 100% Tie Replacement Materials Only -008	TF	$304.80	0.00	$0.00	140.00	140.00	$42,672.00	$42,672.00	NEW
UPRR 34 11 19	Remove Signal Foundation (Phase 1) -008	EA	$1,850.00	0.00	$0.00	1.00	1.00	$1,850.00	$1,850.00	NEW
UPRR 34 11 20	Remove Signal Foundation (Phase 2) -008	EA	$8,825.00	0.00	$0.00	3.00	3.00	$26,475.00	$26,475.00	NEW
UPRR 34 11 27.1	Subballast - Furnish, Place and Compact -008	CT	$118.26	0.00	$0.00	1,789.00	1,789.00	$211,567.14	$211,567.14	NEW
110 6003.1	EXCAVATION (SPECIAL) -008	CY	$14.40	0.00	$0.00	5,761.00	5,761.00	$82,958.40	$82,958.40	NEW
260 6012.1	LIME (HYD,COM OR QK)(SLRY)OR QK(DRY) -008	TON	$292.50	0.00	$0.00	276.00	276.00	$80,730.00	$80,730.00	NEW
The "Totals" from Table B of the previous work sheet:					$1,676,556.45			$1,921,389.51	$244,833.06	
TOTALS					$1,676,556.45			$2,560,155.00	$883,598.55	

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 24

Reason for Change

This Change Order compensates the Contractor for constructing the UPRR shoo-fly and box culverts at US 79, per the required plan revisions. The final 100% plan set, issued after bid opening, includes the revised culvert and shoo-fly work. Quantity adjustments and new items were required, per the plan revisions.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
UPRR 34 11 11	Main Track - Construct 16# ISHH CWR, Wood Ties	117.00	TF
UPRR 34 11 12	Shift Wye Track - 20% Tie Replacement Materials and Double Spiked Only- Phase 2	861.00	TF
UPRR 34 11 13	Shift Wye Track - 20% Tie Replacement Materials and Double Spiked Only	314.00	TF
UPRR 34 11 14	Shoofly - Skeletonize 136# ISHH SWR, Wood Ties	249.00	TF
UPRR 34 11 15	Shoofly - Skeletonize 136# ISHH SWR, Wood Ties, Panelized	104.00	TF
UPRR 34 11 16	Dispose of Crossing Panels	100.00	TF
UPRR 34 11 17	Surface and Line Mainline Track - 30% Tie Replacement Materials Only	497.00	TF
UPRR 34 11 18	Surface and Line Mainline Track - 100% Tie Replacement Materials Only	140.00	TF
UPRR 34 11 19	Remove Signal Foundation (Phase 1)	1.00	EA
UPRR 34 11 20	Remove Signal Foundation (Phase 2)	3.00	EA
UPRR 34 11 27.1	Subballast - Furnish, Place and Compact	1,789.00	CT
110 6003.1	EXCAVATION (SPECIAL)	5,761.00	CY
260 6012.1	LIME (HYD, COM OR QK)(SLRY)OR QK(DRY)	276.00	TON

This Change Order results in a net increase of $883,598.55 to the Contract amount, for an adjusted Contract total of $85,324,158.69. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $3,383,120.56 has been added to the Contract, resulting in an 4.13% net increase in the Contract cost. Ninety (90) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name FM3349 at US79 Solicitation # 22IFB139

Date awarded 9/13/2022

Awarded Contract Amount $81,941,038.13

		Percentage Change
Change order #1	$925,354.41	1.13%
Change order #2	$82,000.00	0.10%
Change order #3	$195,302.81	0.24%
Change order #4	-$472,492.20	-0.58%
Change order #5	-$5,274.97	-0.01%
Change order #6	$130,053.00	0.16%
Change order #7	$661,031.30	0.81%
Change order #8	$327,321.48	0.40%
Change order #9	-$368,749.53	-0.45%
Change order #10	$67,965.30	0.08%
Change order #11	$271,902.72	0.33%
Change order #12	$64,791.00	0.08%
Change order #13	$82,301.65	0.10%
Change order #14	$101,248.22	0.12%
Change order #15	$24,513.18	0.03%
Change order #16	$35,324.07	0.04%
Change order #17	$11,849.07	0.01%
Change order #18	$18,623.43	0.02%
Change order #19	$9,869.00	0.01%
Change order #20	$167,583.65	0.20%
Change order #21	$5,462.50	0.01%
Change order #22	$16,354.80	0.02%
Change order #23	$147,187.12	0.18%
Change order #24	$883,598.55	1.08%
Total changes to date	$3,383,120.56	4.13%
Adjusted contract amount	$85,324,158.69	

(Running totals here)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **32.**

Meeting Date: 07/22/2025

Wilco Way - American Structurepoint - WA#2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Wilco Way contract executed April 16, 2025, between Williamson County and American Structurepoint, Inc., relating to the Road and Bridge Program. Project: P640 Fund Source: Road and Bridge.

Background

This Work Authorization No. 2 is for construction phase services in the amount of $82,581.00 and terminates on 2/28/2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Way - American Structurepoint - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:23 AM
Form Started By: Marie Walters		Started On: 07/16/2025 12:42 PM
Final Approval Date: 07/17/2025		

WORK AUTHORIZATION NO. 2
WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
25RFSQ26 – WILCO WAY (FORMERLY TRACY CHAMBERS LANE)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 16, 2025 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $82,581.00.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on February 28, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

Continued next page

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EXECUTED this _____.

ENGINEER:

American Structurepoint, Inc.

By: Signed by: Renee L. Ross EABA8638671B4C8... _____
Signature

Renee L. Ross
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 Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 7:37 am, Jul 16, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
WILCO WAY (FORMERLY TRACY CHAMBERS LANE)

In addition to the services listed in the Agreement, the County will provide the following services:

- Furnish a Project Manager (GEC) to coordinate all aspects of the Project as needed with internal County staff
- Provide timely review and processing of monthly invoice submissions
- Timely approval or rejection of any or all work performed under this contract
- Provide timely reviews of recommendations offered by the Engineer and of deliverables including working documents, reports and drawings, in accordance with Attachment C, “Work Schedule” of the Work Authorization and comments / decisions necessary for the Engineer to maintain the project work schedule
- Furnish examples of acceptable format for the deliverables required by the work authorizations
- Furnish all known reference documents, information, and project data for the development of the project
- Provide available interface data for any projects adjacent to the project corridor
- Provide assistance as necessary in obtaining data and information from other local, regional, state, and federal agencies
- Furnish current version of all County’s guidelines for preparation of environmental documents, air quality analysis, and noise analysis and versions of “recommended text” for air, noise, or other studies for which the County desires standard wording to be used

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR WILCO WAY (FORMERLY TRACY CHAMBERS LANE)

PROJECT DESCRIPTION

Existing Facility

The existing Tracy Chambers Lane is 2-lane divided asphalt road with curb and gutter. The eastbound lane is approximately 20' face to face and the westbound lane is approximately 24' face to face. Tracy Chambers Lane eastern edge is 40' wide edge to edge with curb and gutter on 1 side and ribbon curb on the other. Drainage is conveyed through curb cuts on existing Tracy Chambers Lane into roadside ditches and grate inlets and by roadside on existing Wilco Way. The roadways are within Williamson County property.

Proposed Facility

The proposed project will connect existing Tracy Chambers Lane to Wilco way as well as reconstruct the existing Tracy Chambers Lane. The new road will be a 31' wide edge to edge 2-lane asphalt roadway with ribbon curb or curb and gutter. The reconstruction of existing Tracy Chambers will consist of the reconstruction and widening of the westbound lane and removal of the eastbound lane.

1. PROJECT MANAGEMENT

   a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

   - Submit monthly progress status reports to the GEC. Progress reports will include: 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. CONSTRUCTION PHASE SERVICES

   a. REQUESTS FOR INFORMATION - RFIs (4 assumed):

      - Attend site visits and/or meetings to gather data and information for RFI responses.
      - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required within seven (7) calendar days.

   b. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (2 assumed):

      - Review Contractor submittals and shop drawings received from the GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor within seven (7) calendar days. The County will not be billed for plan revisions resulting from engineering errors or omissions.

   c. PLAN REVISIONS FOR FIELD CHANGES (10 sheets assumed):

      - Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.

   d. ATTEND MEETINGS (4 assumed):

      - Engineer will attend meetings at the project site or Williamson County representative office, as requested. When in attendance, Engineer will provide meeting minutes and sign in sheet.

      - Visit the project site on request (1 hour per visit) during construction to address questions on interpretation of plans.

3. DELIVERABLES

   a. All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

4. POST CONSTRUCTION LOMR

   a. The engineer will submit a post construction LOMR to meet City of Georgetown floodplain administrative requirements. A LOMR will be submitted for the Smith Branch Tributary through the entire WILCO JJC site. This will include up to two rounds of review comments with FEMA.

   b. Deliverables

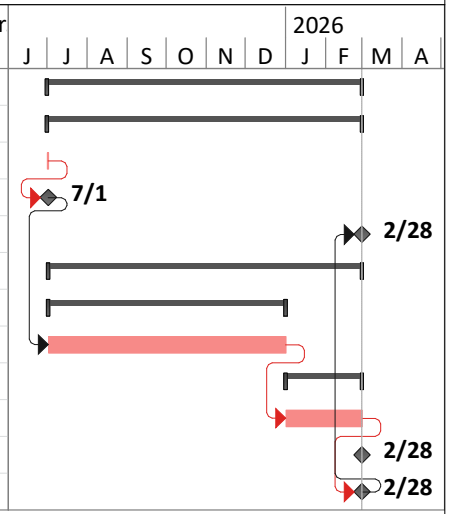
      - LOMR

PRIME: AMERICAN STRUCTUREPOINT, INC.
ROADWAY: WILCO WAY

ATTACHMENT C
WILCO WAY
CONSTRUCTION PHASE SERVICES SCHEDULE

WA #2

ID	Task Name	Duration	Start	Finish	Predecess	% Complete	Successor
1	**Williamson County - Wilco Way WA#2 Schedule**	**243 days**	**Tue 7/1/25**	**Sat 2/28/26**		**0%**	
2	**Milestones**	**243 days**	**Tue 7/1/25**	**Sat 2/28/26**		**0%**	
3	Start Date	1 day	Tue 7/1/25	Tue 7/1/25		0%	4
4	Notice to Proceed = Date of Execution	0 days	Tue 7/1/25	Tue 7/1/25	3	0%	8
5	Work Authorization Termination	0 days	Sat 2/28/26	Sat 2/28/26	12	0%	
6	**Construction Phase Services**	**242 days**	**Wed 7/2/25**	**Sat 2/28/26**		**0%**	
7	**Construction Phase Services**	**183 days**	**Wed 7/2/25**	**Wed 12/31/25**		**0%**	
8	Respond to RFI's	183 days	Wed 7/2/25	Wed 12/31/25	4	0%	10
9	**LOMR**	**59 days**	**Thu 1/1/26**	**Sat 2/28/26**		**0%**	
10	Develop and submit LOMR	59 days	Thu 1/1/26	Sat 2/28/26	8	0%	12
11	**Contract End**	**0 days**	**Sat 2/28/26**	**Sat 2/28/26**		**0%**	
12	Contract End	0 days	Sat 2/28/26	Sat 2/28/26	10	0%	5



Work Authorization No. 2
Termination Date:
February 28, 2026

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Deadline	
Summary		Manual Task		Critical	
Project Summary		Duration-only		Critical Split	
External Tasks		Manual Summary Rollup		Progress	
External Milestone		Manual Summary		Manual Progress	

ATTACHMENT D: ESTIMATED FEE SUMMARY
WILLIAMSON COUNTY
Wilco Way (Formerly Tracy Chambers)

American Structurepoint Inc. - WA#2 - Construction Phase Services

Task	American Structurepoint	Scheibe Consulting	Total Labor
1. Project Management and Coordination	$8,280.00	$2,680.00	$10,960.00
2. Construction Phase Services	$18,550.00	$5,380.00	$23,930.00
3. LOMR	$5,400.00	$33,200.00	$38,600.00
Unit Costs & ODE	$35.00	$9,056.00	$9,091.00
TOTAL	$32,265.00	$50,316.00	**$82,581.00**

ATTACHMENT D: ESTIMATED FEE SUMMARY
WILLIAMSON COUNTY
Wilco Way (Formerly Tracy Chambers Lane)

American Structurepoint Inc. - WA#2 - Construction Phase Services

Task	Senior Project Manager	QAQC	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	EIT	Senior Technician	Technician	Sr. Drainage Engineer	Draiange Engineer	Sr. Traffic Engineer	Traffic Engineer	Admin / Clerical	Total Hours	Total Labor
Rates	$330.00	$320.00	$320.00	$260.00	$215.00	$175.00	$140.00	$200.00	$136.00	$260.00	$190.00	$250.00	$180.00	$100.00		
1. Project Management	10	14	0	0	0	0	0	0	0	0	0	0	0	5	29	$ 8,280.00
1.1 Management	10	10												5	25	$ 7,000.00
1.2 QAQC		4													4	$ 1,280.00
															0	$ -
															0	$ -
2. Construction Phase Services	13	4	0	16	0	28	28	0	0	0	0	0	0	0	89	$ 18,550.00
2.1 Construction Phase Services															0	$ -
A. Respond to RFIs (assumed 4)	7	1		8		16	16								48	$ 9,750.00
B. Review Shop Drawings (assumed 2)	1	2		2		4	4								13	$ 2,750.00
C. Plan Revisions for Field Changes (assumed 10)	1	1		2		4	4								12	$ 2,430.00
D. Attend Field Meetings as requested (assumed 4)	4			4		4	4								16	$ 3,620.00
															0	$ -
3 LOMR	4	0	0	6	0	8	8	0	0	0	0	0	0	0	26	$ 5,400.00
3.1 LOMR															0	$ -
Coordination as needed for LOMR	4			6		8	8								26	$ 5,400.00
																$ -
Total ASI Direct Labor Hours	27	18	0	22	0	36	36	0	0	0	0	0	0	5	144	
Percent of Total Hours	19%	13%	0%	15%	0%	25%	25%	0%	0%	0%	0%	0%	0%	3%		
Total ASI Direct Labor Cost																**$ 32,230.00**

Attachment D - Fee Schedule
Williamson County
Wilco Way (Formerly Tracy Chambers)

Scheibe Consulting

					Staff										
		Professional Service Description	Total Task Hours (Scheibe)	Total Task Cost	**Project Principal**	**Senior Project Manager**	**Senior Engineer**	**Engineer VI**	**Engineer V**	**Engineer IV**	**Engineer III**	**Engineer II**	**Engineer I**	**EIT III**	**Admin III**
					$ 300.00	$270.00	$270.00	$238.00	$216.00	$190.00	$180.00	$170.00	$165.00	$146.00	$103.00
	1. Project Management		**16.0**	**$ 2,680**											
A		Prepare Invoices and Monthly Progress Reports	16.0	$ 2,680	1		5								10
	2. Construction Phase Services		**29.0**	**$ 5,380**											
A		Drainage Construction Phase Services	29.0	$ 5,380	1		8							20	
	3. LOMR - Smith Branch Tributary		**196.0**	**$ 33,200**											
A		LOMR Application	98.0	$ 16,600	2		16							80	
B		FEMA LOMR Review Comments (Assume 2 rounds)	98.0	$ 16,600	2		16							80	
		END BASIC SERVICES													
		Total Basic Service Hours:	**241**	$ 41,260	**6**	**0**	**45**	**0**	**0**	**0**	**0**	**0**	**0**	**180**	**10**
	Total Basic Services		**241**	**$ 41,260**											

ATTACHMENT D: ESTIMATED FEE SUMMARY
WILLIAMSON COUNTY
Wilco Way
Other Direct Expenses (American Structurepoint, Inc.)

Direct Expenses	Rate	Unit	Quantity	Cost
Mileage	$ 0.70	Miles	50	$ 35.00
			SUB TOTAL	**$ 35.00**
Scheibe				
Mileage	$ 0.700	Miles	80	$ 56.00
FEMA LOMR Permit Fee (At Cost)	$ 9,000.000	Each	1	$ 9,000.00
				$ -
				$ -
			SUB TOTAL	**$ 9,056.00**
TOTAL				**$ 9,091.00**

Commissioners Court - Regular Session **33.**

Meeting Date: 07/22/2025

Corridor I2 - K Friese - SWA#6 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. 6 to Work Authorization No. 1 to the Corridor I2 contract executed March 10, 2020, between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program. Project: P344 Fund Source: Road Bonds

Background

This Supplement No. 6 to Work Authorization No. 1 reduces the amount by $633,812.38 from $2,816,860.00 to $2,183,047.62 and extends the termination date to 7/31/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor I2 - K Friese - SWA#6 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:24 AM
Form Started By: Marie Walters		Started On: 07/16/2025 12:54 PM
Final Approval Date: 07/17/2025		

Docusign Envelope ID: AC79D5AE-7BCB-42FA-8343-E0F687AE22EA

SUPPLEMENTAL WORK AUTHORIZATION NO. 6
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
Corridor I2 (US 183 to SH 29)

This Supplemental Work Authorization No. 6 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective May 19, 2020 (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 July 31, 2025. 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).

II. The maximum amount payable for services under the Work Authorization is reduced by **$633,812.38** from $2,816,860.00 to **$2,183,047.62** as shown in Attachment "D".

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.

Docusign Envelope ID: AC79D5AE-7BCB-42FA-8343-E0F687AE22EA

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.

ENGINEER:

Signed by:
By: Thomas M. Owens
972D180767CF4C0...
Signature

Thomas M. Owens
Printed Name

Vice President
Title

7/7/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

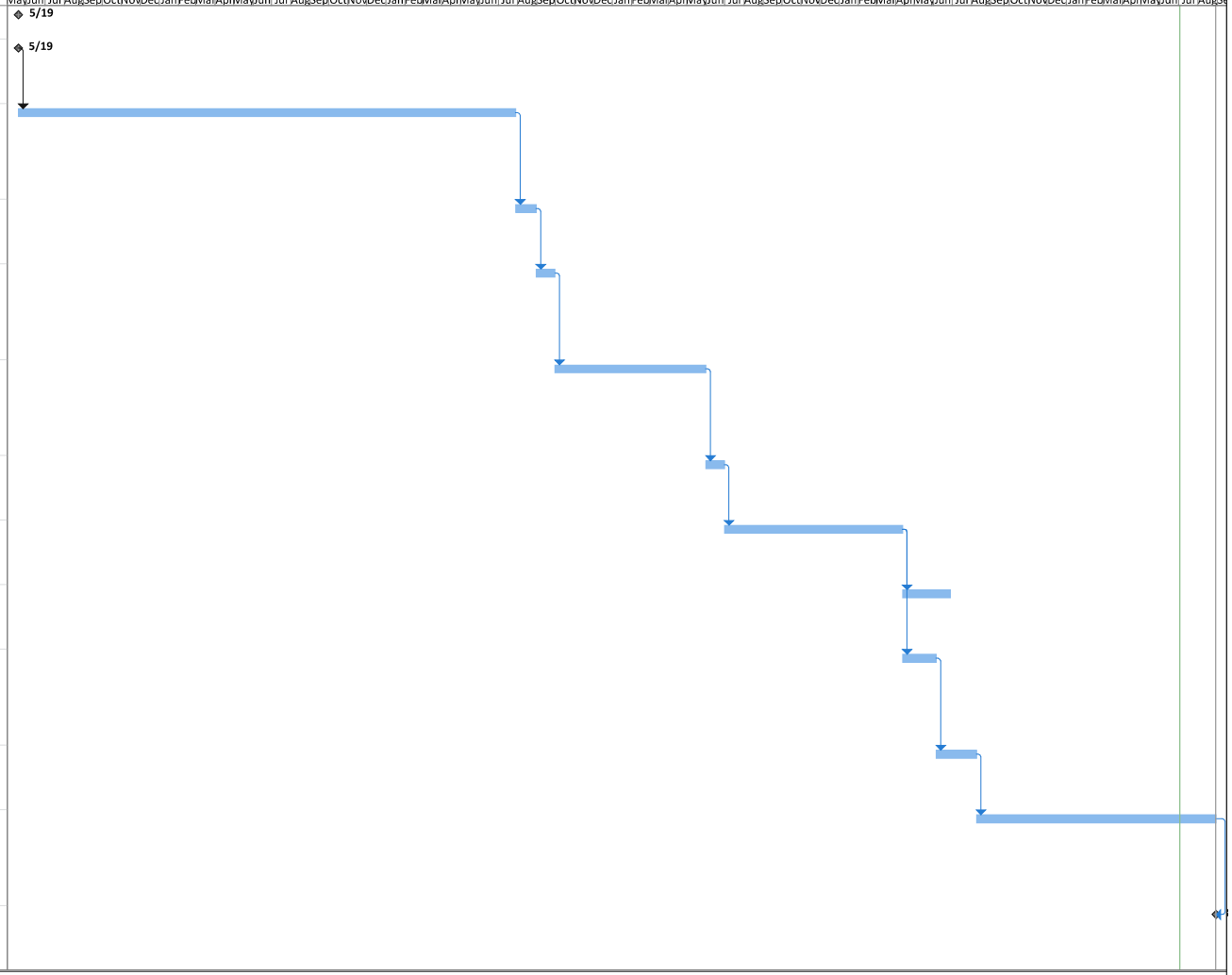
Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 7:39 am, Jul 16, 2025

Docusign Envelope ID: AC79D5AE-7BCB-42FA-8343-E0F687AE22EA

Williamson County
Corridor I2
SWA#06 to WA#01 Project Schedule
Attachment C

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Williamson Co Corridor I2**	0 days	Tue 5/19/20	Tue 5/19/20	
2	NTP	0 days	Tue 5/19/20	Tue 5/19/20	
3	Public Involvement / Alternate Alignments	573 days	Tue 5/19/20	Thu 7/28/22	2
4	Decision on Recommended Route	23 days	Fri 7/29/22	Tue 8/30/22	3
5	Rescope and Update Efforts/Costs to Complete for Remaining Work Items	22 days	Wed 8/31/22	Thu 9/29/22	4
6	Preliminary Schematic Submittal, including Draft Drainage Report	173 days	Fri 9/30/22	Tue 5/30/23	5
7	ROW / Property Owner Spreadsheet	22 days	Wed 5/31/23	Thu 6/29/23	6
8	Final Schematic Submittal / Drainage Report	205 days	Fri 6/30/23	Thu 4/11/24	7
9	Environmental Reporting	55 days	Fri 4/12/24	Thu 6/27/24	8
10	Final Schematic Submittal / Drainage Report Review and Coordination	38 days	Fri 4/12/24	Tue 6/4/24	8
11	Final 100% Schematic Submittal / Drainage Report	47 days	Wed 6/5/24	Thu 8/8/24	10
12	County Developer Coordination (Alternatives Development)	276 days	Fri 8/9/24	Fri 8/29/25	11
13	Contract Finalization and Completion	0 days	Fri 8/29/25	Fri 8/29/25	12FF



Date: Thu 7/3/25

Task, Split, Milestone, Summary, Project Summary, External Tasks, External Milestone, Inactive Task, Inactive Milestone, Inactive Summary, Manual Task, Duration-only, Manual Summary Rollup, Manual Summary, Start-only, Finish-only, Deadline, Progress, Manual Progress

Docusign Envelope ID: AC79D5AE-7BCB-42FA-8343-E0F687AE22EA

Williamson County
Corridor I2 (US 183 to SH 29)
Fee Proposal
Attachment D

Work Items	K Friese & Associates, Inc.		American Structurepoint, Inc.		CP&Y, Inc.		Atkins North America, Inc.		Surveying and Mapping, LLC		Legacy Cultural Resources LLC		TOTAL	
Task	Total Hrs	Labor Cost	Total Hrs	Labor Cost	Total Hrs	Labor Cost	Total Hrs	Labor Cost	Total Hrs	Labor Cost	Total Hrs	Labor Cost	Total Hrs	Labor Cost
TASK 1. PROJECT MANAGEMENT														
Subtotal Task 1	-	$15,422.50	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	0	$15,422.50
TASK 2. ROUTE AND DESIGN STUDIES														
Subtotal Task 2	-	$1,837.50	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	0	$1,837.50
TASK 3. PUBLC INVOLVEMENT														
Subtotal Task 3	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	0	$0.00
TASK 4. RIGHT-OF-WAY MAPPING														
Subtotal Task 4	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$8,750.00	-	$0.00	0	$8,750.00
TASK 5. SCHEMATIC DEVELOPMENT														
Subtotal Task 5	-	$7,100.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	0	$7,100.00
TASK 6. DRAINAGE STUDY														
Subtotal Task 6	-	$5,662.50	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	0	$5,662.50
TASK 7. ENVIRONMENTAL SERVICES														
Subtotal Task 7	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$1,021.25	0	$1,021.25
Miscellaneous														
Subtotal Miscellaneous	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	0	$0.00
Expenses														
Subtotal Expenses	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	-	$0.00	0	$0.00
Work Authorization Total	**$2,205,587.50**		**$40,637.50**		**$69,995.50**		**$439,604.50**		**$39,500.00**		**$21,535.00**		**$2,816,860.00**	
Amount Spent to Date	**$1,745,248.38**		**$40,637.50**		**$36,276.74**		**$291,827.50**		**$8,750.00**		**$20,513.75**		**$2,143,253.87**	
Amount Remaining on WA1	**$460,339.12**		**$0.00**		**$33,718.76**		**$147,777.00**		**$30,750.00**		**$1,021.25**		**$673,606.13**	
Reduction in Overall Fee for WA1	**$430,316.62**		**$0.00**		**$33,718.76**		**$147,777.00**		**$22,000.00**		**$0.00**		**$633,812.38**	
New Total Cap for WA1	**$30,022.50**		**$0.00**		**$0.00**		**$0.00**		**$8,750.00**		**$1,021.25**		**$39,793.75**	

Commissioners Court - Regular Session **34.**

Meeting Date: 07/22/2025

Corridor I2 - K Friese - WA#2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Corridor I2 contract executed March 10, 2020, between Williamson County and K Friese & Associates, Inc. relating to the 2019 Road Bond Program. Project: P344 Fund Source: Road Bonds

Background

This Work Authorization No. 2 is for engineering services on the alignment shift due to the Chapman Ranch and Butler tracts in the amount of $448,892.50 and terminates on 2/10/2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor I2 - K Friese - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:25 AM
Form Started By: Marie Walters		Started On: 07/16/2025 12:56 PM
Final Approval Date: 07/17/2025		

Docusign Envelope ID: E6880910-A35C-4EB1-A162-BBAEC044E354

WORK AUTHORIZATION NO. 2
PROJECT: Corridor I2 (US 183 to SH 29)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 10, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K Friese & Associates, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $448,892.50.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on February 10, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2025.

ENGINEER:	COUNTY:
K Friese + Associates, Inc.	Williamson County, Texas
By: Signed by: Thomas M. Owens 972D180767CF4C0...	By: _____
Signature	Signature
Thomas M. Owens	_____
Printed Name	Printed Name
Vice President	_____
Title	Title

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LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

APPROVED
By Christen Eschberger at 7:45 am, Jul 16, 2025

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ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR CORRIDOR I2

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 unwilling 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.

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ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR CORRIDOR I2 (US 183 TO SH 29)

PROJECT DESCRIPTION

The scope of services includes the design for the schematic realignment of Corridor I2 along the Chapman Ranch and Butler Family tracts located in Williamson County. Additionally, revisions are to be made to the roadway geometry, model updates, drainage criteria and design.

Project Limits

This is a new location corridor. The proposed Corridor I2 project limits are an ~2.18 mile expressway from approximately 1000 ft West of the North Fork San Gabriel River to approximately 500 ft Southeast of CR 202 and a ~1.52 mile major arterial connecting from SH 29 to approximately 2000 ft North of CR 206 (between Liberty Hill and the Williamson/Burnet County Line). The County desires to update the schematic alignment from the K. Friese & Associates submitted final schematic dated 8/9/2024 in two locations. The areas in focus are from ~STA 290+00 to STA 405+00.00, later known as E/W Update, and ~STA 700+00 to STA STA 780+00, later known as the N/S Update.

Proposed Facility

The proposed ultimate expressway facility is a controlled access facility with 2 two-lane mainlanes, 2 two-lane frontage roads with curb and gutter, storm sewer system, and 2 shared use paths (one on each side of the ROW). The proposed expressway right-of-way width will be typically 200 feet, however, may vary to accommodate intersection turn lanes, drainage, including detention ponds and drainage easements, and other roadway elements as required in the schematic design.

The proposed ultimate major arterial facility is a non-controlled access facility with six-lane curb and gutter median divided facility drainage ditches on the outside, with 2 shared use paths (one on each side of the ROW). The proposed major arterial right-of-way width will be typically 200 feet, however, may vary to accommodate drainage, including detention ponds and drainage easements.

Design Criteria

The proposed design criteria for the project will be developed from Williamson County and TxDOT design criteria as outlined in the master agreement. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

a. Communication:

b. Monthly Progress Report, Invoices, and Billings *(six (6) 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, 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.

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c. Quality Assurance and Quality Control (QA/QC) Plan: *Remains Unchanged. Previously Submitted & Approved by GEC, no additional needs.*

d. 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.
- Prepare and administer contract agreements with subconsultants.
- Prepare and administer contract amendments with subconsultants to reflect changes in Work Authorization through approved Supplemental Agreements

e. Progress/Coordination Meetings (**17** external meetings assumed): Additional one (1) kickoff Meeting and sixteen (16) bi-weekly coordination meetings.

- Attend a kickoff meeting and up to 16 coordination/progress meeting with the County and its representatives and stakeholders (Commissioners Office, Department of Infrastructure, Program Manager, GEC and any other County staff), as necessary to communicate development of the project and design issues.
- Prepare agenda and meeting notes for up to 16 external coordination/progress meetings.
- Prepare meeting minutes for review via email of the external coordination/progress meetings.
- Conduct internal coordination meetings as required to advance the development of the project.

f. Project Schedule:

- Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables. Submit as requested, but no more than monthly.

Deliverables:

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files

2. ROUTE AND DESIGN STUDIES

- Data Collection: *Remains Unchanged. Previously Submitted & Approved by GEC, no additional needs.*

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Perform record research and obtain existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area. Obtain existing schematic from the Road Bond program.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.
- Develop and maintain adjacent property ownership information spreadsheet to be used for disseminating project information including owner's name, tenant name for leased property, mailing address, property address, property id number.
- Review the data collected and organize the information.

b. Stakeholder and Agency Coordination (up to six (6) meetings assumed):

- Attend meetings with stakeholders/developers (up to six (6) meetings assumed) for both the N/S Update and the E/W Update.

c. Constraints Map (up to three (3**)** preliminary route concepts assumed that will be developed by the project team): *Remains Unchanged. Previously Submitted & Approved by GEC, no additional needs.*

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings and facilities (schools, churches, parks, cemeteries, dams), aerial photography, National Wetland Inventory Maps, County Soil Survey Maps, Texas Commission on Environmental Quality (TCEQ) & Environmental Protection Agency (EPA) Hazardous Materials Database Information, Federal Emergency Management Agency (FEMA) Floodplain Information, Vegetation Information, Environmental Information from the appropriate local, state, or federal agencies. Threatened & Endangered Species and Karst Information will be provided by others (SWCA).
- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.
- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review. This field investigation will be limited to accessible areas within the existing right-of-way.
- Review the Williamson County's Long-Range Transportation Plan and other local and regional transportation plans to review and gather information of projects that could impact **Corridor I2**.

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- Develop a constraints map that includes environmental concerns, known constraints (structures, floodplain), aerial photography, contour information, utility information, based on research of public databases and sources.
- Develop preliminary route concepts and preliminary costs for use in soliciting input during coordination meetings with stakeholders. (Includes bridge considerations for up to 5 creek crossing bridges, 3 county roads crossing bridges, and one UPRR crossing bridge.)
- Develop evaluation criteria to assist in evaluating preliminary route concepts.
- Quantify potential effects of the preliminary route concepts based on the evaluation criteria.
- Conduct screening process and select recommended route option, including preparation of a Technical Memorandum Recommendation.
- Refine recommended route option based on public input, stakeholder input, design criteria, existing structures, potential displacements, right of way limits and requirements, known developments, FEMA floodplain areas, existing and proposed drainage structures and issues, and other environmental features.
- The Engineer shall prepare a **Corridor I2** Route Study Report documenting the project need and purpose, preliminary route concept development and evaluation process and results, stakeholder activities, final route option recommendation, funding, and next steps. A draft and final report will be prepared for review and will also document refinements to the recommended route option to address any stakeholder or public issues and suggestions, as appropriate, and document potential impacts and costs for the refined route option recommendation.
- Design Criteria: *Remains Unchanged. Previously Submitted & Approved by GEC, no additional needs.*

  Analyze and identify project-specific design criteria (typical sections, design speed, functional classification, geometric criteria) in accordance with the latest versions of Williamson County Design Criteria Manual and other associated local and state manuals, as applicable.

Deliverables:

- Meeting Minutes, Sign-In Sheets, Agendas, Presentations, Maps, and Exhibits for all Stakeholder Coordination Meetings.
- Draft and Final Constraints Map Refined Route Option and Technical Memorandum Recommendation (pdf and hardcopies)
- Draft and Final **Corridor I2** Study Report
- Draft and Final Design Summary Form (pdf and hardcopies)

3. PUBLIC INVOLVEMENT – NOT USED (N/A)

4. RIGHT-OF-WAY (ROW) MAPPING – NOT USED (N/A

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5. SCHEMATIC DEVELOPMENT

a. Schematic (up to 12.0 miles in length, limited to Expressway section and Major Arterial section within Williamson County):

- Prepare an Updated Preliminary & Final (Ultimate, Only) Schematic submittal per Williamson County Schematic submittal checklist and selected design criteria.
  i. Includes transition design from end of direct connectors on Corridor I1 to standard typical section for Corridor I2.
  ii. Includes bridge considerations for up to 12 creek crossing bridges, 3 county roads crossing bridges, and one UPRR crossing bridge.
  iii. Revisions include updates to the horizontal and vertical alignment from the KFA submitted schematic dated 8/9/2024 in two locations. The areas in focus are from ~STA 290+00 to STA 405+00.00, later known as E/W Update, and ~STA 700+00 to STA STA780+00
  iv. Roadway revisions also incorporate updates based updated drainage criteria discussed below in 6. Drainage Study.
- The chosen bridge type will be evaluated based on project requirements and site conditions, while the span lengths will be determined to meet structural efficiency. The appropriate beam and abutment types will be identified, and the structural depth will be estimated for the roadway design team to ensure compatibility with roadway grades and clearances.
- Compliance with TxDOT bridge design guidelines, Williamson County criteria, and relevant publications will be a priority throughout the process.
- Proposed revisions include updates to bridges:
  i. Bridge #12- North Folk San Gabriel,
  ii. Bridge #2- I2 NS Corridor with CR206 and UPRR
  iii. Bridge #13 -I2 EW corridor with CR107
- Preliminary Ultimate Schematic includes locating piers, preliminary typical sections, as well as determining preliminary span lengths and girder depths.
- Final Ultimate Schematic includes typical bridge sections, span/pier/girder configuration calculations based on foundation type selection.

  Construction Time Determination and bridge layouts are excluded as this is a ROW preservation project and project would likely be constructed in multiple phases.
- Prepare Preliminary & Final Engineering Costs Estimate for the construction quantities covering all items of the proposed work.

Deliverables:

- Preliminary Ultimate Schematic including cost estimate (drawing file, pdf, kmz, and one hardcopy)
- Final Ultimate Schematic including cost estimate (drawing file, pdf, kmz, and one hardcopy)

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6. DRAINAGE STUDY

N/S Update

a. Hydrologic/Hydraulic Modeling (1 major crossings and up to 6 total cross drainage structures assumed):

- Update schematic level hydrologic and hydraulic models to define the drainage infrastructure required for up to 1 alignment alternative that will include one ultimate design. Detail the methodologies employed and recommendations. The analysis will include: refine the sizing of cross drainage structures and major channel crossings; recommended pavement elevations based on cross drainage flood elevations for culverts; right-of-way and easement requirements; and identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for modeling all river and major channel crossings. HY-8 shall be used for non-bridge class culverts. Atlas 14 impacts will be reviewed and incorporated.
- Update existing channel cross sections based on data collection.
- Exhibits and analysis will be prepared in the GIS environment to the extent practical.
- Update onsite parallel drainage for ditch and/or storm sewer sizing will only be analyzed to determine project ROW needs. Trunkline size and length to be determined for up to 11 storm sewer systems; detailed inlet and lateral level placement and calculations are not included in this scope.

c. Impact and Mitigation Analysis:

- Update impact analysis to determine increases in peak flow rates for the 100-year storm at each outfall including: existing and proposed peak flow rates, mitigation analysis to prevent adverse impacts to nearby buildings, property access points and runoff patterns, conceptual detention basin layouts for up to 3 detention ponds to determine preliminary size and ROW needs, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage. Coordinate with the County's GEC to determine need for maintenance or landscaping setbacks for ponds. Criteria for this determination shall be based, in part, on drainage information provided by the Engineer and on the preliminary design for the project area.

d. Water Quality Analysis

- Update water quality analysis, including assumptions, calculations and proposed BMP's, to determine preliminary design and ROW needs for accommodation of water quality treatment BMP's in accordance with TCEQ Edwards Aquifers Protection Program. Design will include up to 3 water quality ponds.

e. Schematic Drainage Report

- Update Draft and Final Schematic Drainage Report submittal per Williamson County Schematic submittal checklist and selected design criteria.

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E-W Update

a. Hydrologic/Hydraulic Modeling (1 major crossings and up to 5 total cross drainage structures assumed):

- Update schematic level hydrologic and hydraulic models to define the drainage infrastructure required for up to 1 alignment alternative that will include one ultimate design. Detail the methodologies employed and recommendations. The analysis will include: refine the sizing of cross drainage structures and major channel crossings; recommended pavement elevations based on cross drainage flood elevations for culverts; right-of-way and easement requirements; and identify potential needs for FEMA Coordination. HEC-RAS shall be utilized for modeling all river and major channel crossings. HY-8 shall be used for non-bridge class culverts. Atlas 14 impacts will be reviewed and incorporated.
- Update existing channel cross sections based on data collection.
- Exhibits and analysis will be prepared in the GIS environment to the extent practical.
- Update onsite parallel drainage for ditch and/or storm sewer sizing will only be analyzed to determine project ROW needs. Trunkline size and length to be determined for up to 11 storm sewer systems; detailed inlet and lateral level placement and calculations are not included in this scope.

c. Impact and Mitigation Analysis:

- Update impact analysis to determine increases in peak flow rates for the 100-year storm at each outfall including: existing and proposed peak flow rates, mitigation analysis to prevent adverse impacts to nearby buildings, property access points and runoff patterns, conceptual detention basin layouts for up to 3 detention ponds to determine preliminary size and ROW needs, calculate the volume of fill to be placed in the 100-year floodplain, and recommend locations for compensatory storage. Coordinate with the County's GEC to determine need for maintenance or landscaping setbacks for ponds. Criteria for this determination shall be based, in part, on drainage information provided by the Engineer and on the preliminary design for the project area.

d. Water Quality Analysis

- Update water quality analysis, including assumptions, calculations and proposed BMP's, to determine preliminary design and ROW needs for accommodation of water quality treatment BMP's in accordance with TCEQ Edwards Aquifers Protection Program. Design will include up to 3 water quality ponds.

e. Schematic Drainage Report

- Prepare Draft and Final Schematic Drainage Report submittal per Williamson County Schematic submittal checklist and selected design criteria.

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Deliverables:

- Schematic Draft Drainage Report (pdf and one hardcopy)
- Schematic Final Drainage Report (including native files for analysis, pdf and one hardcopy)
- Applicable GIS, Hydrologic Models or CAD files referenced in the drainage study.

7. ENVIRONMENTAL SERVICES – NOT USED (N/A

8. DELIVERABLES:

a. Documents: *Remains Unchanged.*

- All contract documents, including a pdf copy of each deliverable, native electronic files, models and calculations will be uploaded to the County's project management database at each milestone and at the completion of the project. One hardcopy of each deliverable will be provided unless additional copies are required per the submittal checklist.

9. EXCLUSIONS:

a. The following items are not included in this work authorization:

- TRAFFIC DATA COLLECION OR TRAFFIC ANALYSIS
- SURVEYING
- FIELD SURVEY AND BOUNDARY/ROW ANALYZATION
- ROW PARCEL EXHIBITS
- PROPERTY OWNERSHIP IN BURNET COUNTY
- BRIDGE LAYOUTS
- ENVIRONMENTAL SERVICES:
  - ENDANGERED SPECIES ACT COMPLIANCE
  - WETLAND DELINEATIONS TO USACE STANDARDS
  - NATIONWIDE PERMIT (NWP) 14 WITH A PRE-CONSTRUCTION NOTIFICATION (PCN) OR INDIVIDUAL PERMIT
  - TXDOT NEPA DOCUMENTATION
  - WATER RESOURCES TECHNICAL REPORT
  - NOISE AND AIR QUALITY TECHINCIAL REPORTS
  - ARCHEOLOGICAL PERMITTING AND FIELD STUDIES

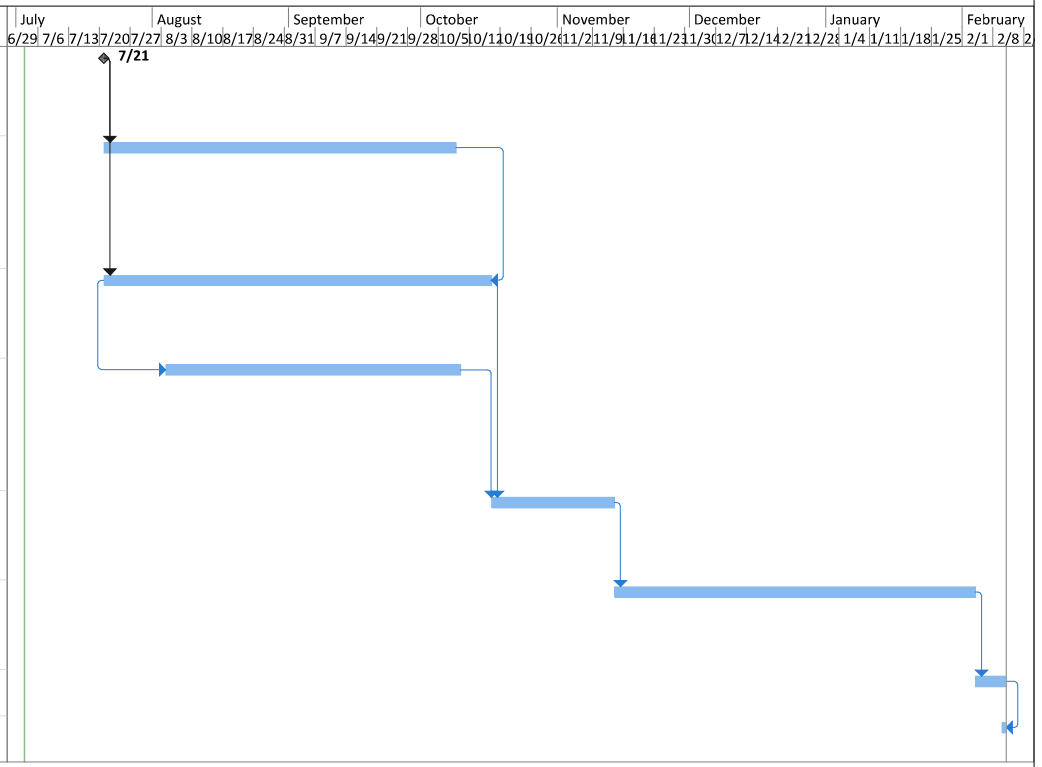
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  - COMMUNITY IMPACT ASSESSMENT
  - INDIRECT AND CUMULATIVE IMPACTS ANALYSIS
  - RESEARCH DESIGN AND HISTORICAL RESOURCES SURVEY REPORT
  - PHASE I ENVIRONMENTAL SITE ASSESSMENT (TO ASTM STANDARDS)
- ENVIRONMENTAL SUMMARY REPORT IN BURNET COUNTY
- CONDITIONAL LETTER OF MAP REVISION (CLOMR) OR LETTER OF MAP REVISION (LOMR)
- CONTRIBUTING ZONE PLAN (CZP)
- GEOTECHNICAL SERVICES
- SCHEMATIC DESIGN AND DRAINAGE STUDY IN BURNET COUNTY
- PLAN/PROFILE OF PARALLEL DRAINAGE SYSTEMS
- ANY UPDATES TO DRAINAGE DESIGN TO ACCOMMODATE NEW DRAINAGE CRITERIA MANUAL EXCEPT WATER QUALITY DESCRIBED IN *6 DRAINAGE CRITERIA UPDATES*
- CONSTRUCTION TIME DETERMINATION
- PLAN PREPARATION (PS&E) SERVICES
- BIDDING PHASE SERVICES
- CONSTRUCTION PHASE SERVICES
- UTILITY COORDINATION OR RELOCATION ESTIMATES
- ADDITIONAL EXCLUSIONS LISTED IN INDIVIDUAL SECTIONS
- ANY UPDATES RELATED TO REVISIONS TO COUNTY'S DRAINAGE CRITERIA IS EXCLUDED OUTSIDE OF THE N/S AND E/W UPDATES.

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Williamson County
Corridor I2
WA#02 Project Schedule
Attachment C

ID	Task Name	Duration	Start	Finish	Predecessors	Successors
1	**Williamson Co Corridor I2 [N-S & E-W Update] WA#2 NTP**	0 days	Mon 7/21/25	Mon 7/21/25		2,3
2	Conduct Stakeholder Meetings (various)	58 days	Mon 7/21/25	Wed 10/8/25	1	3FF
3	Update Final Schematic Submittal to include N/S & E/W roadway components and Coordination	64 days	Mon 7/21/25	Thu 10/16/25	2FF,1	5,4SS+10 days
4	Update Final Schematic Submittal to include N/S & E/W component H&H Modeling, Drainage Report and Coordination	49 days	Mon 8/4/25	Thu 10/9/25	3SS+10 days	5
5	Wilco County and GEC - Updated Final Schematic / Drainage Report Review	20 days	Fri 10/17/25	Thu 11/13/25	4,3	6
6	Address Review Comments for Updated Final Schematic / Drainage Report Submittal	58 days	Fri 11/14/25	Tue 2/3/26	5	7
7	Contract Finalization	5 days	Wed 2/4/26	Tue 2/10/26	6	8FF
8	Contract Completion	1 day	Tue 2/10/26	Tue 2/10/26	7FF	



Date: Thu 7/3/25

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	Manual Progress
Summary	Inactive Task	Duration-only	Finish-only	

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Williamson County
Corridor I2 (US 183 to SH 29)
Rate Schedule
Attachment D

Work Items	K Friese & Associates, LLC		Atkins North America, Inc.		TOTAL	
Task	Total Hrs	Labor Cost	Total Hrs	Labor Cost	Total Hrs	Labor Cost
TASK 1. PROJECT MANAGEMENT						
Subtotal Task 1	**424**	**$83,120.00**	**0**	**$0.00**	**424**	**$83,120.00**
TASK 2. ROUTE AND DESIGN STUDIES						
Subtotal Task 2	**162**	**$27,160.00**	**0**	**$0.00**	**162**	**$27,160.00**
TASK 3. PUBLC INVOLVEMENT						
Subtotal Task 3	0	**$0.00**	0	**$0.00**	0	$0.00
TASK 4. RIGHT-OF-WAY MAPPING						
Subtotal Task 4	0	**$0.00**	0	**$0.00**	0	$0.00
TASK 5. SCHEMATIC DEVELOPMENT						
Subtotal Task 5	**761**	**$131,575.00**	**0**	**$0.00**	**761**	**$131,575.00**
TASK 6. DRAINAGE STUDY						
Subtotal Task 6	**1068**	**$183,680.00**	**105**	**$20,660.00**	**1173**	**$204,340.00**
TASK 7. ENVIRONMENTAL SERVICES						
Subtotal Task 7	0	**$0.00**	0	**$0.00**	0	$0.00
Miscellaneous						
Subtotal Miscellaneous	0	**$0.00**	0	**$0.00**	0	$0.00
Expenses						
Subtotal Expenses		**$2,697.50**		**$0.00**	**0**	**$2,697.50**
Total	**2415**	**$428,232.50**	**105**	**$20,660.00**	**2520**	**$448,892.50**

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Williamson County
Corridor I2 (US 183 to SH 29)
Rate Schedule
Attachment D

Work Items	K Friese & Associates, LLC												
	$ 350.00	$ 250.00	$ 240.00	$ 225.00	$ 185.00	$ 150.00	$ 125.00	$ 120.00	$ 130.00	$ 110.00	$ 90.00		
Task	Principal/Sr Technical Advisor	Senior Project Manager	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer In Training	SeniorCADD Operator	Senior GIS Operator	GIS Technician	Admin/ Clerical	Total Hrs	Labor Cost $
TASK 1. PROJECT MANAGEMENT													
a. Communication	2	8	0	48	0	12	12	0	0	0	0	82	$16,800.00
b. Monthly Progress Reports, Invoices, and Billings	0	0	0	36	0	12	0	0	0	0	8	56	$10,620.00
c. Quality Assurance and Quality Control (QA/QC) Plan	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
d. Project Coordination & Administration	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Prepare and Maintain Routine Project Record Keeping	0	0	0	48	0	0	0	0	0	0	0	48	$10,800.00
Manage Project Activities and Documentation	0	0	0	12	0	0	0	0	0	0	0	12	$2,700.00
Coordination with County and GEC	0	0	0	36	0	8	4	0	0	0	0	48	$9,800.00
Assist in Preparing Responses to Project-related Inquiries (Up to 12)	0	0	0	12	0	24	8	0	0	0	0	44	$7,300.00
Prepare and Administer Contract Agreements with Subconsultants	0	0	0	4	0	0	0	0	0	0	0	4	$900.00
e. Progress/Coordination Meetings	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Kickoff Meeting (1)	0	0	0	4	0	6	2	0	0	0	0	12	$2,050.00
Coordination/Progress Meeting with County and Representatives (up to 16)	0	0	0	32	0	36	12	0	0	0	0	80	$14,100.00
Internal Coordination Meetings (8 months - bi-weekly team)	0	0	0	24	0	0	0	0	0	0	0	24	$5,400.00
f. Schedule	0	0	0	8	0	4	2	0	0	0	0	14	$2,650.00
Subtotal Task 1	2	8	0	264	0	102	40	0	0	0	8	424	$83,120.00
TASK 2. ROUTE AND DESIGN STUDIES													
a. Data Collection	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Record Research and Obtain Existing Information	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Field Investigation & Documentation of Alignment & Surrounding Area	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Develop & Maintain Adjacent Property Ownership Information Spreadsheet	0	0	0	0	0	8	18	0	0	0	0	26	$3,450.00
b. Stakeholder Coordination	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Schedule & Facilitate Stakeholder Meetings (up to 5)	0	10	0	28	36	12	26	0	0	0	0	112	$20,510.00
Coordination with Affected Local Agencies & County Consultants	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
c. Constraints Map	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Public and Regulatory Records Review	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Field Verify Environmental Risks (from Existing ROW)	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Draft Constraints Map	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Preliminary Route Concepts & Costs (up to 3)	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Develop Evaluation Criteria	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Quantify Potential Effects of Preliminary Route Concepts	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Conduct Screening & Select Recommended Route , including Technical Memo	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Refine Recommended Route	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Final Constraints Map for Refined Route	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Draft and Final Corridor I Study Report	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
d. Design Criteria, including Draft & Final Design Summary Form	0	0	0	0	0	8	16	0	0	0	0	24	$3,200.00
Subtotal Task 2	0	10	0	28	36	28	60	0	0	0	0	162	$27,160.00
TASK 3. PUBLC INVOLVEMENT													
a. Public Involvement Plan	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Meetings with Individual Property Owners (up to 20), including Documentation Review	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Meetings with Groups of Property Owners (up to 10), including Documentation Review	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Coordinate/Review Corridor Public Involvement Plan Updates (up to 4)	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Review/Provide Feedback on Proj Updates/Mat'ls Prepared by County PI (up to 10)	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Subtotal Task 3	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
TASK 4. RIGHT-OF-WAY MAPPING													
a. ROW Map (Up to 75 Parcels)	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Research, Compile Records and Building Working Map from Recorded Data	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Draft Preliminary ROW Map and List of Impacted Tracts	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Final ROW Map and List of Impacted Tracts	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Subtotal Task 4	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
TASK 5. SCHEMATIC DEVELOPMENT													
a. Schematic	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Preliminary Ultimate Schematic & Engineering Costs Estimate	16	24	32	53	68	68	116	48	0	8	0	433	$75,125.00
Final Ultimate Schematic & Engineering Costs Estimate	8	16	24	44	56	54	90	32	0	4	0	328	$56,450.00
Subtotal Task 5	24	40	56	97	124	122	206	80	0	12	0	761	$131,575.00
TASK 6. DRAINAGE STUDY													
a. Hydrologic/Hydraulic Modeling	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Preliminary Hydrologic Review for Recommended Alternative	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Preliminary Hydraulic Review for Recommended Alternative	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Recommended Alternative Preliminary Cross Drainage Structure Locations & Size	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Hydrologic Analyses for Schematic (1 major, 5 minor crossings)	0	9	6	10	24	0	16	0	0	0	0	65	$12,380.00
Hydraulic Analysis for Schematic (1 major, 5 minor crossings)	0	18	12	16	24	0	40	4	0	0	0	114	$20,900.00
Develop Existing Channel Cross Sections	0	8	6	10	20	0	16	9	0	0	0	69	$12,470.00
Analyze Onsite Parallel Drainage for Ditch and/or Storm Sewer Sizing for ROW Needs (11 systems)	0	5	4	8	24	0	24	12	0	0	0	77	$12,890.00
b. FEMA Coordination	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Coordinate with Local Floodplain Administrator	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Determine if CLOMR or LOMR will be Required/Recommended	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
c. Impact and Mitigation Analysis	0	0	0	0	0	0	0	0	0	0	0	0	$0.00

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	Prepare an Impact Analysis to Determine Increases in Peak Flow Rates (26 ponds)	0	10	7	20	120	0	60	33	0	0	0	250	$42,340.00
d.	Water Quality Analysis	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Prepare a Water Quality Analysis (40 ponds)	0	16	8	24	120	0	80	33	0	0	0	281	$47,480.00
f.	Schematic Drainage Report	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Schematic Draft Drainage Report	0	12	16	12	20	0	30	20	0	20	0	130	$21,590.00
	Schematic Final Drainage Report	0	8	12	6	12	0	12	16	0	16	0	82	$13,630.00
Subtotal Task 6		0	86	71	106	364	0	278	127	0	36	0	1068	$183,680.00
TASK 7. ENVIRONMENTAL SERVICES														
a.	County Due Diligence	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Draft Environmental Summary Report	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Final Environmental Summary Report	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
b.	Data Collection & Field Reconnaissance	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
c.	Hazardous Materials Initial Site Assessment	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
d.	Section 404 Clear Water Act Compliance	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
e.	Historical Site Compliance	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
f.	Texas Antiquities Code (TAC) Compliance	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
g.	Coordination with County ENV	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
g.	Strud 165	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Threatened & Endangered Species Coordination	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Karst Analysis Coordination	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
h.	Coordination with County Environmental Consultant	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Subtotal Task 7		0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Miscellaneous														
		0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Subtotal Miscellaneous		0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Total		**26**	**144**	**127**	**495**	**524**	**252**	**584**	**207**	**0**	**48**	**8**	**2415**	**$425,535.00**

Expenses	Amount	Unit	Unit Cost	Total Cost
Milage	500	Mile	$0.70/mile	$ 350.00
In-house Photocopies B/W (8 1/2" X 11")	500	Page	$0.16/page	$ 80.00
In-house Photocopies Color (8 1/2" X 11")	500	Page	$0.75/page	$ 375.00
In-house Photocopies B/W (11" X 17")	250	Page	$0.32/page	$ 80.00
In-house Photocopies Color (11" X 17")	250	Page	$1.50/page	$ 375.00
In-house Plots (B/W on Bond)	500	SF	$0.75/sf	$ 375.00
In-house Plots (Color on Bond)	250	SF	$1.75/sf	$ 437.50
In-house Large Format Plotting	250	SF	$2.50/sf	$ 625.00
In-house Mounting of Large Exhibits		SF	$10.00/sf	$ -

KFA Expenses	**$2,697.50**
Total KFA Estimated Costs	**$428,232.50**

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Work Items	Atkins North America, Inc.															
	$ 350.00	$ 300.00	$ 300.00	$ 250.00	$ 185.00	$ 140.00	$ 125.00	$ 250.00	$ 180.00	$ 125.00	$ 150.00	$ 120.00	$ 90.00	$ 110.00		
Task	Principal	Sr Project Manager	Sr Engineer II	Sr Engineer I	Project Engineer	Sr Engineer Tech	EIT II	Sr Environmental Planner	Environmental Planner	Jr Environmental Planner	Sr Environmental Specialist	Environmental Specialist	Jr Environmental Specialist	GI S Analyst	Total Hrs	Labor Cost $
TASK 1. PROJECT MANAGEMENT																
a. Communication															0	$0.00
b. Monthly Progress Reports, Invoices, and Billings															0	$0.00
c. Quality Assurance and Quality Control (QA/QC) Plan															0	$0.00
d. Project Coordination & Administration															0	$0.00
Prepare and Maintain Routine Project RecordKeeping															0	$0.00
Manage Project Activities and Documentation															0	$0.00
Coordinationwith County and GEC															0	$0.00
Assist in Preparing Responses to Project-related Inquiries (Up to 12)															0	$0.00
Prepare and Administer Contract Agreements with Subconsultants															0	$0.00
e. Progress/Coordination Meetings															0	$0.00
Kickoff Meeting (1)															0	$0.00
Coordination/Progress Meetingwith County and Representatives (up to 16)															0	$0.00
Internal Coordination Meetings (8 months - bi-weekly team)															0	$0.00
f. Schedule															0	$0.00
Subtotal Task 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
TASK 2. ROUTE AND DESIGN STUDIES																
a. Data Collection															0	$0.00
Record Research and Obtain Existinginformation															0	$0.00
Field Investigation & Documentation of Alignment & Surrounding Area															0	$0.00
Develop & Maintain Adjacent Property Ownership Information Spreadsheet															0	$0.00
b. Stakeholder Coordination															0	$0.00
Schedule & Facilitate Stakeholder Meetings (upto 5)															0	$0.00
Coordination with Affected Local Agencies & County Consultants															0	$0.00
c. Constraints Map															0	$0.00
Public and Regulatory Records Review															0	$0.00
Field Verify Environmental Risks (from Existing ROW)															0	$0.00
Draft Constraints Map															0	$0.00
Preliminary Route Concepts & Costs (up to 3)															0	$0.00
Develop Evaluation Criteria															0	$0.00
Quantify Potential Effectsof Preliminary Route Concepts															0	$0.00
Conduct Screening & Select Recommended Route , Including Technical Memo															0	$0.00
Refine Recommended Route															0	$0.00
Final Constraints Map for Refined Route															0	$0.00
Draft and Final Corridorl Study Report															0	$0.00
d. Design Criteria, including Draft & Final Design Summary Form															0	$0.00
Subtotal Task 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
TASK 3. PUBLC INVOLVEMENT																
a. Public Involvement Plan															0	$0.00
Meetings with Individual Property Owners (up to 20), including Documentation Review															0	$0.00
Meetings with Groups of Property Owners (up to 10), including Documentation Review															0	$0.00
Coordinate/Review Corridor Public Involvement Plan Updates (up to 4)															0	$0.00
Review/Provide Feedback on Proj Updates/Mat'ls Prepared by County PI (up to 10)															0	$0.00
Subtotal Task 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
TASK 4. RIGHT-OF-WAY MAPPING																
a. ROW Map (Up to 75 Parcels)															0	$0.00
Research, Compile Records and Building Working Map from Recorded Data															0	$0.00
Draft Preliminary ROW Map and List of Impacted Tracts															0	$0.00
Final ROW Map and List of Impacted Tracts															0	$0.00
Subtotal Task 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
TASK 5. SCHEMA TIC DEVELOPMENT																
a. Schematic															0	$0.00
Preliminary Ultimate Schematic & Engineering Costs Estimate		10		12	8	32									62	$11,960.00
Final Ultimate Schematic & Engineering Costs Estimate		9		8	8	18									43	$8,700.00
Subtotal Task 5	0	19	0	20	16	50	0	0	0	0	0	0	0	0	105	$20,660.00
TASK 6. DRAINAGE STUDY																
a. Hydrologic/Hydraulic Modeling															0	$0.00
Preliminary Hydrologic Review for Recommended Alternative															0	$0.00
Preliminary Hydraulic Review for Recommended Alternative															0	$0.00
Recommended Alternative Preliminary Cross Drainage Structure Locations & Size															0	$0.00
Hydrologic Analyses for Schematic (1 major, 5 minorcrossings)															0	$0.00
Hydraulic Analysis for Schematic (1 major, 5 minor crossings)															0	$0.00
Develop Existing Channel Cross Sections															0	$0.00
Analyze Onsite Parallel Drainage for Ditch and/or Storm Sewer Sizing for ROW Needs (11 systems)															0	$0.00
b. FEMA Coordination															0	$0.00
Coordinate with Local Floodplain Administrator															0	$0.00
Determine if CLOMR or LOMR will be Required/Recommended															0	$0.00
c. Impact and Mitigation Analysis															0	$0.00
Prepare an Impact Analysis to Determine Increases in Peak Flow Rates (3 ponds)															0	$0.00
d. Water Quality Analysis															0	$0.00
Prepare a Water Quality Analysis (6 ponds)															0	$0.00
f. Schematic Drainage Report															0	$0.00
Schematic Draft Drainage Report															0	$0.00
Schematic Final Drainage Report															0	$0.00
Subtotal Task 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
TASK 7. ENVIRONMENTAL SERVICES																
a. County Due Diligence															0	$0.00

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Attachment D

		Draft Environmental Summary Report														0	$0.00
		Final Environmental Summary Report														0	$0.00
	b.	Data Collection & Field Reconnaissance														0	$0.00
	c.	Hazardous Materials Initial Site Assessment														0	$0.00
	d.	Section 404 Clear Water Act Compliance														0	$0.00
	e.	Historical Site Compliance														0	$0.00
	f.	Texas Antiquities Code (TA C) Compliance														0	$0.00
	g.	Coordination with County ENV														0	$0.00
	g.	Strud 165														0	$0.00
		Threatened & Endangered Species Coordination														0	$0.00
		Karst Analysis Coordination														0	$0.00
	h.	Coordination with County Environmental Consultant														0	$0.00
Subtotal Task 7			0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Miscellaneous																	
			0	0	0	0	0	0						0	0	0	$0.00
Subtotal Miscellaneous			0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
Total			**0**	**19**	**0**	**20**	**16**	**50**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**105**	**$ 20,660.00**

Atkins Expenses	**$0.00**
Total Atkins Estimated Costs	**$20,660.00**

Commissioners Court - Regular Session **35.**

Meeting Date: 07/22/2025

Schultz Lane - Estes Group - WA#1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Schultz Lane contract executed April 16, 2025, between Williamson County and The Estes Group, LLC relating to the 2023 Road Bond Program. Project: P656 Fund Source: Road Bonds

Background

This Work Authorization No. 1 is for engineering services in the amount of $292,972.94 and terminates on 7/31/2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Schultz Lane - Estes Group - WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:26 AM
Form Started By: Marie Walters		Started On: 07/16/2025 12:59 PM
Final Approval Date: 07/17/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1
PROJECT: Schultz Lane

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 16, 2025 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and The Estes Group, LLC (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $292,972.94.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on July 31, 2026. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

Continued next page

EXECUTED this _____.

ENGINEER:	COUNTY:
The Estes Group, LLC	Williamson County, Texas
By: Kristina N. Estes Signature	By: _____ Signature
Kristina N. Estes Printed Name	_____ Printed Name
Chief Executive Officer Title	_____ Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 2:45 pm, Jul 15, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR SCHULTZ LANE

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 unwilling 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 applications 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 B
SERVICES TO BE PROVIDED BY THE ENGINEER FOR SCHULTZ LANE

PROJECT DESCRIPTION

Project Limits

The proposed project limits are from Louis Henna Blvd on the north end to New Meister Lane on the south end for a distance of approximately 0.28 miles.

Existing Facility

The existing Schultz Lane is a 20' wide uncurbed 2 lane asphalt road with no shoulders. Drainage is conveyed through roadside ditches and culverts on both sides of the existing road. The existing ROW is generally 60' wide between Meister Lane and New Meister Lane and 70' wide between Louis Henna Blvd and Meister Lane.

Proposed Facility

The proposed project will widen Schultz Lane to a two lane road with a center turn lane between Meister and New Meister Lanes, and widen Schultz Lane at the approach to Louis Henna to provide a striped median to accommodate truck turning movements. The engineer will determine the additional ROW needed to accommodate the widening and drainage facilities.

Design Criteria

The proposed design criteria for the project will be developed from TxDOT and Williamson County design criteria. It is anticipated that in most cases the most stringent of the design criteria will be used.

1. PROJECT MANAGEMENT

    a. COMMUNICATION:

    - Engineer shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS ([6] 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, 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.

c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within thirty (30) days of notice to proceed.

- 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:

- 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 (**[9]** external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project. (9 internal meetings)

f. PROJECT DESIGN SCHEDULE:

- Baseline Schedule - Submit a CPM Baseline Schedule in calendar day (CD) format to the County for approval, using P6 Primavera or Microsoft Project in both pdf and native formats within 14 calendar days of the Work Authorization execution. This schedule should detail all work activities, including those by the County affecting the critical path. It shall outline the execution strategy, critical path, milestones, deliverables, and for each activity, its predecessors, successors, start and end dates, and float. Changes to schedule activities, durations, and dates require County consent, except for adjustments due to approved supplements or County-sanctioned project duration changes.

- Progress Schedule – Submit an updated Progress Schedule with each significant milestone and/or deliverable identified by the County, detailing actual work completion percentages and incorporating all approved supplements. If the schedule deviates from the baseline, a recovery schedule approved by the County is required.

g. PROJECT DOCUMENTS/FILES:

- All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable
- Project Baseline Schedule and Progress Schedule with Milestone Deliverables

2. ROUTE AND DESIGN STUDIES

a. DATA COLLECTION:

- Perform record research and obtaining existing information, including but not limited to: as-built plans, construction plans, right of way maps, traffic data, environmental reports, studies, future land use maps, floodplain data, floodplain, geotechnical reports, pavement design reports, and drainage models and analyses. Obtain construction plans for projects within the project limits and abutting TxDOT and County Roads. Obtain drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.

- Conduct a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions including photographic record of notable existing features.

- Develop and maintain adjacent property ownership information (including owner's name, tenant name for leased property, mailing address, property address, property id number) spreadsheet to be used for disseminating project information.

- Review aerial photography and contours provided by Williamson County. County provided aerial photography, and contours will be the basis for developing geometric design.

- Obtain available existing traffic counts. Obtain traffic projections from the County and evaluate if the projections need adjusting.

- Review the data collected and organize the information.

b. DESIGN CRITERIA:

- Submit a Design Summary Form (DSF) and typical sections in accordance with the latest version of Williamson County Design Criteria Manual.

c. DELIVERABLES:

- Results of Records Research of Existing Information to ProjectWise.
- Property Owner Spreadsheet and Updates
- Design Summary Form and typical sections (pdf and hardcopies)

3. PUBLIC INVOLVEMENT (OMIT)

4. UTILITY COORDINATION SUPPORT

As this is a Road Bond Project, direct coordination with utilities will be conducted through the County's existing utility coordination contract with Cobb Fendley and Associates. The Engineer will provide support as described below:

a. INCORPORATE UTILITY INFORMATION INTO ENGINEERING DRAWINGS

- Incorporate utility information provided by others into design files.
- Add utility notes to plans and exhibits as necessary.
- Consider/incorporate utility work into traffic control phasing plans as necessary.

b. UTILITY MEETINGS

- Meet with utility coordinator and review utility impacts and potential relocations to identify appropriate approach to reducing/mitigating impacts **[up to 2 meetings].**
- Attend meetings with utilities as requested **[up to 2 meetings]**

c. DELIVERABLES:

- Utility information incorporated into plans and design files.
- Reviews of utility relocation plans.

5. RIGHT OF WAY (ROW) AND MAPPING (OMIT)

6. CONDEMNATION SUPPORT (OMIT)

7. SURVEYING

   a. RIGHT OF ENTRY (**OMIT**)

   b. FIELD SURVEYING:

      - Survey the corridor area at approximately 100-foot sections 30-feet on either side of the proposed roadway centerline to the existing ROW plus an additional 75' into the warehouse properties between Meister Ln and New Meister Ln including identify existing landowners, deed recordation information, locate visible improvements and utilities including driveways, water wells, storage tanks, drainage structures (size, material, flowline elevations), edge of pavement/shoulder, physical centerline, guardrail, fences, signs, mailboxes, trees 12" inch diameter and greater, locate property boundaries sufficient to re-establish ROW.

      - Establish horizontal and vertical control and set temporary benchmarks.

   c. DELIVERABLES:

      - Right of Entry Letters, Follow Up Letters, and Executed Right of Entry Documents.
      - Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)
      - PDF of each Surveyor Project Notebook
      - DTM of Proposed Corridor

8. DRAINAGE STUDY

a. HYDROLOGIC/HYDRAULIC MODELING (**[0]** major channel crossings, **[4]** cross drainage structures assumed):

- Prepare hydrologic and hydraulic models or modify existing models (FEMA, drainage districts, river authorities, cities, etc.) if available, to define the drainage infrastructure required for the project. Detail the methodologies employed and recommendations. The analysis will include: preparation of a preliminary design of the right of way drainage system, cross drainage structures, right-of-way drainage, , recommended minimum pavement elevations based on cross drainage flood elevations, right of way requirements, identify potential needs for FEMA Coordination. HY-8 will be utilized for all culverts. Atlas 14 impacts will be reviewed and incorporated.

    1. Includes analysis of existing storm sewer system through Center 45 Townhomes to determine sufficient capacity.

- Develop existing channel cross sections based on data collection.

- Exhibits and analysis will be prepared in the GIS environment to the extent practical.

b. IMPACT AND MITIGATION ANALYSIS:

- Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates

c. DELIVERABLES:

- Preliminary & Final Drainage Memo.

9. ENVIRONMENTAL SERVICES

a. COUNTY DUE DILIGENCE:

- The Environmental Services will include studies and documentation required, per the Williamson County Environmental Protocol, for the various regulating authorities, including the Texas Historical Commission (THC), U.S. Army Corp of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), Williamson County Conservation Foundation (WCCF), and TCEQ. The intention of the Environmental Services is to attain necessary clearance letters and approvals in order to proceed with the proposed project.

b. DATA COLLECTION & FIELD RECONNAISSANCE:

- Obtain and update periodically publicly available information including but not limited to: locations of public buildings (schools, churches, parks), aerial photography, National Wetland Inventory maps, County Soil Survey maps, TCEQ & EPA Hazardous Materials Database information, FEMA floodplain information, vegetation information, environmental information from the appropriate local, state, or federal agencies, including for state and federally-listed species, Edwards Aquifer information.

- Conduct a regulatory records review to identify listed hazardous waste generators, treatment, storage and disposal facilities; solid waste landfills, unauthorized sites; documented spills; oil and gas exploration and production sites; and underground storage tank sites within the proposed site location. The review will also identify other environmental risks along the project corridor.

- Conduct field reconnaissance to visually inspect the project site for additional risks and field verify any environmental risks identified by the regulatory records review.

c. HAZARDOUS MATERIALS INITIAL SITE ASSESSMENT:

- Prepare a Hazardous Materials Initial Site Assessment (ISA) based on the data collection and field reconnaissance conducted and identify potential hazardous material sites that may be impacted by the proposed project.

d. SECTION 404 CLEAN WATER ACT COMPLIANCE:

- Conduct a site visit that will delineate wetland boundaries and ordinary high-water marks of jurisdictional waters within the project ROW. It is anticipated that this project will be covered under a Nationwide Permit (NWP 14) without a pre-construction notification (PCN).

- Prepare a Jurisdictional Waters Delineation Report identifying: specific impacts of the project on the Waters of the U.S., measures to minimize the impacts will be identified, and discuss applicable Section 404 options in accordance with current permits and conditions based on data collection and field reconnaissance.

- If it is determined, after the Jurisdictional Waters Delineation Report, that a PCN is required; a supplemental work authorization would be required. The Jurisdictional Waters Delineation Report and NWP with PCN are subject to the U.S. Army Corps of Engineers Forth Worth District review and issuance of a permit.

e. HISTORICAL SITE COMPLIANCE:

- Prepare a historic building survey that will follow the Secretary of the Interior's Standards and guidelines for Archeology and Historic Preservation and document historic buildings and structures within the Area of Potential Effect based on data collection and field reconnaissance.

f. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

- Prepare a Project Initiation Letter, Texas Antiquities Permit Application, and Associated Scope of Work based on data collection and field reconnaissance.

- Conduct a pedestrian survey and report of sufficient intensity to determine the nature, extent, and potential significance of any cultural resources located within the Area of Potential Effect in accordance with full report guidelines as outlined by the Texas Historical Commissions Rules of Practice and Procedures.

- Coordination with Texas Historical Commission including submittals to Texas Historical Commission and project records to the appropriate curation facility per Texas Historical Commission requirements.

g. DELIVERABLES:

- Draft & Final Environmental Due Diligence Report
- Draft & Final Regulatory Records Review
- Draft & Final Hazardous Materials Initial Site Assessment (ISA) Report
- Draft & Final Wetlands Determination/Jurisdictional Waters Determination
- Draft & Final Historic Building Survey
- Draft & Final Texas Antiquities Permit Application Associated Scope of Work and Report
- Provide Final Acceptance Correspondence of Approval of Permits

10. GEOTECHNICAL SERVICES (OMIT)

11. PLAN PREPARATION

a. Plans shall be prepared per **Wilco & TxDOT** criteria including applicable submittal requirements per PS&E Development Plan Submittal Checklist including: cost estimate, checklists, hardcopies, CAD files, comment responses, design waivers/exceptions, general notes, quantities, updated design schedule, construction time determination.

b. DESIGN CRITERIA & CONCEPTUAL LAYOUT (Pre-30% Submittal):

- Prepare a Design Summary Form (DSF).
- Prepare a conceptual layout of the showing the proposed project limits, typical sections, ROW, edge of pavement, sidewalk/SUP, bridge limits, existing utilities, and preliminary drainage (pipe, ditch, & pond locations).

c. General:

The Engineer shall prepare:

- Title sheet
- Index of Sheets – Identify each sheet location in the plan set and its corresponding sheet number. The index of sheets shall be updated throughout the submittal process
- Project Layout – identify the project area and limits of work
- Existing Typical Sections – typical section shall depict the existing conditions of the project road based of survey and Geotech information
- Proposed Typical Sections – typical sections shall depict the proposed lane configurations and proposed pavement structure, as recommended by the geotechnical investigation.
- Typical Details – typical details showing pavement structure, end conditions, pavement transitions, etc.
- General notes – prepare general notes using the most current version of Williamson County's general notes
- Summary of Quantities – tabulate all project quantities

d. TRAFFIC CONTROL:

- **Advance Warning Layout** – layout shall reference standard details, as appropriate.
- **TCP Typical Sections** – typical sections shall depict work zone limits and proposed traffic configuration through the construction zone.
- **Sequences of Construction Narrative** – narrative description of construction sequences shall be developed for each construction phase.
- **Phase Layouts** – Assumed 2 phases (phase 1 temp widening, phase 2 proposed improvements) Limits of each phase to be shown on 50 scale layouts (3 sheets each phase)

- Detour Plans – 1 detour assumed for truck traffic
- **Standard Details**, as appropriate. Standards that require modifications will be revised and sealed by the engineer. Williamson County standards and TxDOT standards will be utilized as applicable.

e. ROADWAY:

- **Removal Plan –** removal sheets shall clearly indicate pavement and other pertinent items to be removed at 50 scale (3 Sheets)
- **Survey Control –** sheets shall clearly indicate the benchmark locations and associated control information. These sheets shall be sealed by a RPLS;
- **Horizontal Alignment Data –** sheets shall depict the horizontal coordinate geometry information for Shultz Lane, Meister Lane, and New Meister Lane alignments
- **Superelevation Table –** OMIT
- **Plan and Profile sheets –** sheets shall be developed for Schultz Lane at 509 scale (3 Sheets)
- **Intersection Details –** OMIT
- **Driveway Plan and Profile –** 1 driveway to warehouse development
- **Miscellaneous Roadway Details**
- **Standard Details**, as appropriate. Standards that require modifications will be revised and sealed by the engineer. Williamson County standards and TxDOT standards will be utilized as applicable.
- **Cross Sections** - created at 50' Sections and at cross drainage structures.

f. RETAINING WALL: OMIT

g. DRAINAGE:

- Prepare hydraulic calculations for the design of drainage structures on the project and inclusion in the plans, based on NOAA Atlas 14 precipitation data.
- Develop drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.
- Design and detail drainage outfalls, culverts, roadside ditches, minimum side slopes, and erosion and sedimentation control.
- Provide documentation along with supporting calculations justifying that the project is exempt from the on-site detention requirements stated in the Williamson County Design Criteria Manual.
- Standard Details, as appropriate. Standards that require modifications will be revised and sealed by the engineer. Williamson County standards and TxDOT standards will be utilized as applicable.

h. UTILITY LAYOUTS:

- Incorporate utility information provided by others into design files.
- Add utility notes to plans and exhibits as necessary.
- Consider/incorporate utility work into traffic control phasing plans and necessary.
- Insert utility layouts provided by others into plans

i. SIGNING, MARKINGS, & SIGNALIZATION:

- Signing and Pavement Marking Layout – the Engineer shall detail permanent signing, pavement markings, and channelization devices in accordance with the proposed typical section. Pavement markings shall be selected from the latest TxMUTCD standards. Drawings will be prepared at 50 scale (3 Sheets)
- Summary of Small Signs – Utilities Standard TxDOT sheets
- Non-standard Sign Details – TxDOT standards will be utilized wherever possible

- Standard Details, as appropriate. Standards that require modifications will be revised and sealed by the engineer. Williamson County standards and TxDOT standards will be utilized as applicable.

j. ENVIRONMENTAL:

- SW3P Layouts – Sheets will be provide locations and types of erosion control measures along project limits.

- Standard Details, as appropriate. Standards that require modifications will be revised and sealed by the engineer. Williamson County standards and TxDOT standards will be utilized as applicable.

k. MISCELLANEOUS:

- Construction Cost Estimate

- Construction Timeline Determination – The Engineer shall develop a construction schedule to appropriate incentives and disincentives for incorporation in the construction documents

l. DELIVERABLES:

- Pre-30% Submittal: DSF, Typical Sections, and Conceptual Layout

- 30% PS&E Submittal: per 30% Plan Submittal Checklist

- 60% PS&E Submittal: per 60% Plan Submittal Checklist

- 100% PS&E Submittal; per 100%/Final Plan Submittal Checklist

- Final PS&E Submittal; see 100%/Final Plan Submittal Checklist

- Draft & Final Drainage Memo and Drainage Models

12. BIDDING PHASE SERVICES

a. BIDDING PHASE SERVICES:

- Prepare all applicable construction documents for bidding including final signed and sealed plans with any joint bid utility plans incorporated; final general notes, specification list, special specifications and signed & sealed cover for project construction manual. Final construction time determination which also includes any joint bid utilities.

- Attend the pre-bid meeting. Respond to bidder's questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder.

b. DELIVERABLES:

- Signed and sealed final bid documents

- Addenda as necessary

- Bid analysis and recommendation for award

13. EXCLUSIONS

a. Construction Phase Services

b. TxDOT NEPA Documentation

c. Nationwide Permit (NWP) 14 with a Pre-Construction Notification (PCN)

d. Endangered Species Act Compliance

e. Constraints Map

f. Traffic Signal Design

Prime Provider: The Estes Group, LLC
Schultz Lane
From Louis Henna Blvd. to New Meister Ln.

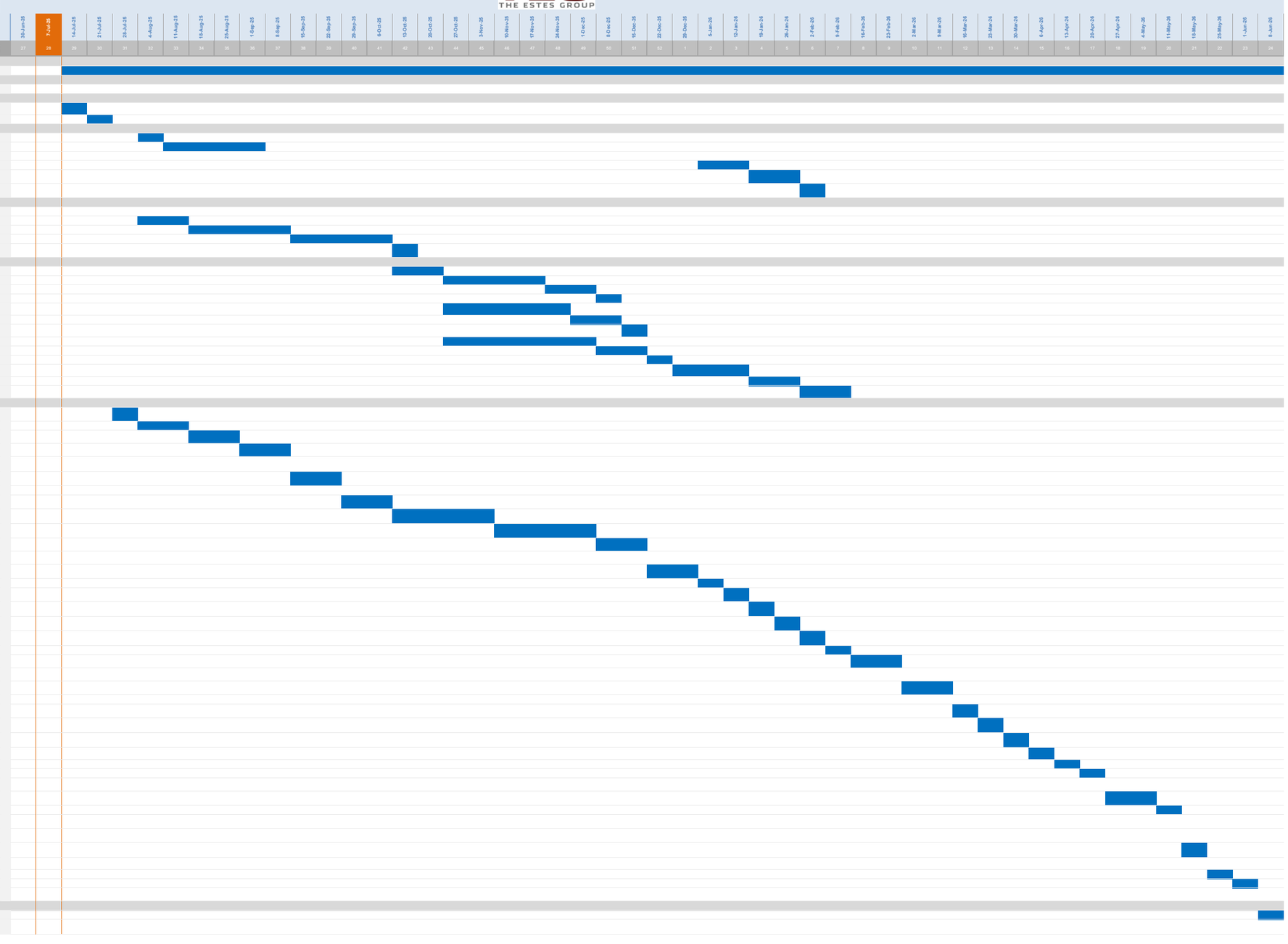
Attachment C

SCHULTZ LANE

TEG

Project Start Date 7/1/2025 (Tuesday) | Display Period 1
Project Lead | Display Weekly

WBS	TASK	LEAD	START	END	DAYS	%DONE	WORK DAYS
1	**Schultz Lane**						
1.1	PS&E		Fri 7/11/25	Fri 7/31/26	385	0%	1
2	**WA Execution**						
2.1	Execution Date		Thu 7/10/25	Thu 7/10/25	0	0%	1
3	**Kick-Off Activities**						
3.1	Develop/execute Sub-Was & Attend Kickoff Meeting	2.1	Fri 7/11/25	Thu 7/17/25	6	0%	5
3.2	Data Collection	3.1	Fri 7/18/25	Thu 7/24/25	6	0%	5
4	**Survey**						
4.1	Field Exploration	3.1	Thu 7/31/25	Wed 8/06/25	6	0%	5
4.2	CAD Work	4.1	Thu 8/07/25	Wed 9/03/25	27	0%	20
4.3	ROW and Survey File	4.2	Thu 9/04/25	Thu 9/04/25	0	0%	1
4.4	Draft ROW Documents	7.13	Mon 1/05/26	Fri 1/16/26	11	0%	10
4.5	GEC Review	4.4	Mon 1/19/26	Fri 1/30/26	11	0%	10
4.6	Final ROW Documents	4.5	Mon 2/02/26	Fri 2/06/26	4	0%	5
5	**Geotech**						
5.1	Field Exploration	3.1	Thu 7/31/25	Fri 8/01/25	1	0%	2
5.2	Lab Testing	5.1	Mon 8/04/25	Fri 8/15/25	11	0%	10
5.3	Draft Geotech Report	5.2	Mon 8/18/25	Fri 9/12/25	25	0%	20
5.4	GEC Geotech Review	5.3	Mon 9/15/25	Fri 10/10/25	25	0%	20
5.5	Final Geotech Report	5.4	Mon 10/13/25	Fri 10/17/25	4	0%	5
6	**Environmental**						
6.1	Data Collection and Field	7.6	Tue 10/07/25	Mon 10/20/25	13	0%	10
6.2	Draft THCC Letter	6.1	Tue 10/21/25	Mon 11/17/25	27	0%	20
6.3	GEC Review	6.2	Tue 11/18/25	Mon 12/01/25	13	0%	10
6.4	Final THCC Letter	6.3	Tue 12/02/25	Thu 12/11/25	9	0%	8
6.5	Draft Wetlands Determination Report	6.1	Tue 10/21/25	Mon 11/24/25	34	0%	25
6.6	GEC Review	6.5	Tue 11/25/25	Mon 12/08/25	13	0%	10
6.7	Final Wetlands Determination Report	6.6	Tue 12/09/25	Thu 12/18/25	9	0%	8
6.8	Draft Hazardous Report	6.1	Tue 10/21/25	Mon 12/01/25	41	0%	30
6.9	GEC Review	6.8	Tue 12/02/25	Mon 12/15/25	13	0%	10
6.10	Final Hazardous Report	6.9	Tue 12/16/25	Thu 12/25/25	9	0%	8
6.11	Draft Environmental Due Diligence Report	6.10	Fri 12/26/25	Thu 1/15/26	20	0%	15
6.12	GEC Review	6.11	Fri 1/16/26	Thu 1/29/26	13	0%	10
6.13	Final Environmental Due Diligence Report	6.12	Fri 1/30/26	Tue 2/10/26	11	0%	8
7	**PS&E**						
7.1	Conceptual Typical Sections	3.2	Fri 7/25/25	Mon 7/28/25	3	0%	2
7.2	Conceptual Roadway Design	7.1	Tue 7/29/25	Mon 8/11/25	13	0%	10
7.3	Conceptual Drainage Design	7.2	Tue 8/12/25	Mon 8/25/25	13	0%	10
7.4	QAQC	7.2	Tue 8/26/25	Mon 9/08/25	13	0%	10
7.5	**Submit Conceptual Layout**	7.4	Tue 9/09/25	Tue 9/09/25	0	0%	1
7.6	GEC Review	7.5	Wed 9/10/25	Tue 9/23/25	13	0%	10
7.7	Preliminary Typical Sections	7.6	Wed 9/24/25	Thu 9/25/25	1	0%	2
7.8	Preliminary Roadway Design	7.7	Fri 9/26/25	Thu 10/09/25	13	0%	10
7.9	Preliminary Drainage Design	7.8	Fri 10/10/25	Thu 11/06/25	27	0%	20
7.10	Preliminary TCP Design	7.9	Fri 11/07/25	Thu 12/04/25	27	0%	20
7.11	QAQC	7.10	Fri 12/05/25	Thu 12/18/25	13	0%	10
7.12	**Submit 30% Design**	7.11	Fri 12/19/25	Fri 12/19/25	0	0%	1
7.13	GEC Review	7.12	Mon 12/22/25	Fri 1/02/26	11	0%	10
7.14	Revise Typical Sections	7.13	Mon 1/05/26	Tue 1/06/26	1	0%	2
7.15	Revise Roadway Design	7.14	Wed 1/07/26	Tue 1/13/26	6	0%	5
7.16	Preliminary Drainage Design	7.15	Wed 1/14/26	Tue 1/20/26	6	0%	5
7.17	Preliminary TCP Design	7.16	Wed 1/21/26	Tue 1/27/26	6	0%	5
7.18	Preliminary Pavement Marking Design	7.17	Wed 1/28/26	Tue 2/03/26	6	0%	5
7.19	Preliminary SW3P Design	7.18	Wed 2/04/26	Tue 2/10/26	6	0%	5
7.20	QAQC	7.18	Wed 2/11/26	Tue 2/24/26	13	0%	10
7.21	**Submit 60% Design**	7.20	Wed 2/25/26	Wed 2/25/26	0	0%	1
7.22	GEC Review	7.21	Thu 2/26/26	Wed 3/11/26	13	0%	10
7.23	Revise Typical Sections	7.22	Thu 3/12/26	Thu 3/12/26	0	0%	1
7.24	Revise Roadway Design	7.23	Fri 3/13/26	Thu 3/19/26	6	0%	5
7.25	Revise Drainage Design	7.24	Fri 3/20/26	Thu 3/26/26	6	0%	5
7.26	Revise TCP Design	7.25	Fri 3/27/26	Thu 4/02/26	6	0%	5
7.27	Revise Pavement Marking Design	7.26	Fri 4/03/26	Thu 4/09/26	6	0%	5
7.28	Revise SW3P Design	7.27	Fri 4/10/26	Thu 4/16/26	6	0%	5
7.29	QAQC	7.28	Fri 4/17/26	Thu 4/23/26	6	0%	5
7.30	**Submit 100% Design**	7.29	Fri 4/24/26	Fri 4/24/26	0	0%	1
7.31	GEC Review	7.30	Mon 4/27/26	Fri 5/08/26	11	0%	10
7.32	Finalize Typical Sections	7.31	Mon 5/11/26	Mon 5/11/26	0	0%	1
7.33	Finalize Roadway Design	7.32	Tue 5/12/26	Wed 5/13/26	1	0%	2
7.34	Finalize Drainage Design	7.33	Thu 5/14/26	Fri 5/15/26	1	0%	2
7.35	Finalize TCP Design	7.34	Mon 5/18/26	Tue 5/19/26	1	0%	2
7.36	Finalize Pavement Marking Design	7.35	Wed 5/20/26	Thu 5/21/26	1	0%	2
7.37	Finalize SW3P Design	7.36	Fri 5/22/26	Mon 5/25/26	3	0%	2
7.38	QAQC	7.37	Tue 5/26/26	Mon 6/01/26	6	0%	5
7.39	**Submit Final Design**	7.38	Tue 6/02/26	Tue 6/02/26	0	0%	1
8	**Project Close-out Activities**						
8.1	Project Close-out Activities	7.38	Wed 6/03/26	Thu 7/30/26	57	0%	42
	Work Authorization Termination Date		Fri 7/31/26	Fri 7/31/26	0	0%	0



Attachment D

FEE SCHEDULE

FOR

THE ESTES GROUP, LLC

SCHULTZ LANE

(Planning and Design)

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.

SPECIFIED RATE AMOUNT

$292,972.94

Attachment D
Fee Schedule

	Description of Work or Task	Cost / Task Totals
	Schultz Lane	
	The Estes Group, LLC (TEG)	
Task 1:	**Project Management**	$15,800.00
Task 2:	**Route & Design Studies**	$4,760.00
Task 3:	**Public Involvement (Omit)**	$0.00
Task 4:	**Utility Coordination Support**	$0.00
Task 5:	**Right of Way (ROW) and Mapping (OMIT)**	$0.00
Task 6:	**Condemnation Support (OMIT)**	$0.00
Task 7:	**Surveying**	$0.00
Task 8:	**Drainage Study**	$21,450.00
Task 9:	**Environmental Services**	$0.00
Task 10:	**Geotechnical Services (OMIT)**	$0.00
Task 11:	**Plan Preparation**	$170,760.00
Task 12:	**Bidding Phase Services**	$24,300.00
	Direct Expenses	$808.50
	TEG FEE SCHEDULE SUMMARY	**$237,878.50**
	HDR Engineering, Inc. (HDR)	
Task 1:	**Project Management**	$4,092.00
Task 9:	**Environmental Services**	$25,853.00
	Direct Expenses	$705.00
	HDR FEE SCHEDULE SUMMARY	**$30,650.00**
	McGray and McGray Land Surveyors, Inc. (McGray)	
Task 5:	**Right of Way (ROW) and Mapping (OMIT)**	$0.00
Task 7:	**Surveying**	$24,048.44
	Direct Expenses	$396.00
	MCGRAY FEE SCHEDULE SUMMARY	**$24,444.44**
	SCHULTZ LANE SUBTOTAL	**$292,972.94**
	TOTAL FEE	**$292,972.94**

Summary of Manhours by Classification
The Estes Group, LLC (TEG)
ATTACHMENT D

Description of Work or Task	Project Principal $350.00/Hr	Project Manager $330.00/Hr	Engineer (Senior) $300.00/Hr	Engineer (Project) $240.00/Hr	Engineer (Design) $190.00/Hr	EIT $140.00/Hr	Sr. Engr Technician $190.00/Hr	Admin / Clerical $110.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Schultz Lane										
Task 1: Project Management										
a. Communication									0	$0.00
b. Monthly Progress Reports Invoices, and Billings		3						3	6	$1,320.00
c. QA/QC Plan	1		1	1					3	$890.00
d. Project Coordination & Administration		12		2				3	17	$4,770.00
e. Progress / Coordination Meetings		9		9		9			27	$6,390.00
f. Project Design Schedule		1	4		2				7	$1,910.00
g. Project Documents / Files					2	1			3	$520.00
h. Deliverables									0	$0.00
Project Management Subtotal	**1**	**25**	**5**	**12**	**4**	**10**	**0**	**6**	**63**	**$15,800.00**
Task 2: Route & Design Studies										
a. Data Collection			6		8				14	$3,320.00
b. Design Criteria			1		6				7	$1,440.00
c. Deliverables									0	$0.00
Route & Design Studies Subtotal	**0**	**0**	**7**	**0**	**14**	**0**	**0**	**0**	**21**	**$4,760.00**
Task 3: Public Involvement (Omit)										
Public Involvement (Omit) Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 4: Utility Coordination Support										
Utility Coordination Support Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 5: Right of Way (ROW) and Mapping (OMIT)										
Right of Way (ROW) and Mapping (OMIT) Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 6: Condemnation Support (OMIT)										
Condemnation Support (OMIT) Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 7: Surveying										
Surveying Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**

Summary of Manhours by Classification
The Estes Group, LLC (TEG)
ATTACHMENT D

Description of Work or Task	Project Principal $350.00/Hr	Project Manager $330.00/Hr	Engineer (Senior) $300.00/Hr	Engineer (Project) $240.00/Hr	Engineer (Design) $190.00/Hr	EIT $140.00/Hr	Sr. Engr Technician $190.00/Hr	Admin / Clerical $110.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 8: Drainage Study										
a. Hydrologic / Hydraulic Modeling		1	2	8	16	16	16		59	$11,170.00
b. FEMA Coordination (OMIT)									0	$0.00
c. Impact and Mitigation Analysis		1	1	4	8	8	8		30	$5,750.00
d. Deliverables		1	2	4	8	8			23	$4,530.00
Drainage Study Subtotal	**0**	**3**	**5**	**16**	**32**	**32**	**24**	**0**	**112**	**$21,450.00**
Task 9: Environmental Services										
Environmental Services Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 10: Geotechnical Services (OMIT)										
Geotechnical Services (OMIT) Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 11: Plan Preparation										
a. Wilco & TxDOT Criteria									0	$0.00
b. Conceptual Layout									0	$0.00
Design Summary Form		1		2	4	8			15	$2,690.00
Conceptual Layout		2	4	8	16	40	40		110	$20,020.00
c. General									0	$0.00
Title sheet		1		2	4	4	4		15	$2,890.00
Index of Sheets		1		2		4	8		15	$2,890.00
Project Layout		1		2		4	8		15	$2,890.00
Existing Typical Sections				1		4	8		13	$2,320.00
Proposed Typical Sections				1		4	8		13	$2,320.00
Typical Details		1		1		4	4		10	$1,890.00
General Notes		1	1	2	2	4	4		14	$2,810.00
Summary of Quantities				2	4	4	4		14	$2,560.00
d. Traffic Control									0	$0.00
Advance Warning Layout		1		2	4	4	4		15	$2,890.00
TCP Typical Sections		1		2	4	8	8		23	$4,210.00
Sequences of Construction Narrative		1	2	4		4	4		15	$3,210.00
Phase Layouts		1	2	4	8	30	30		75	$13,310.00
Detour Plans				1	2	4	4		11	$1,940.00
Standard Details		1		2		1	1		5	$1,140.00

Summary of Manhours by Classification
The Estes Group, LLC (TEG)
ATTACHMENT D

Description of Work or Task	Project Principal $350.00/Hr	Project Manager $330.00/Hr	Engineer (Senior) $300.00/Hr	Engineer (Project) $240.00/Hr	Engineer (Design) $190.00/Hr	EIT $140.00/Hr	Sr. Engr Technician $190.00/Hr	Admin / Clerical $110.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
e. Roadway									0	$0.00
Removal Plan				2	4	16	16		38	$6,520.00
Survey Control									0	$0.00
Horizontal Alignment Data				1		4	4		9	$1,560.00
Superelevation Table OMIT									0	$0.00
Plan and Profile Sheets		1		2	4	16	16		39	$6,850.00
Intersection Details (OMIT)									0	$0.00
Driveway Plan and Profile					1	4	4		9	$1,510.00
Miscellaneous Roadway Details		1	2	2	4	4	4		17	$3,490.00
Standard Details		1		2		1	1		5	$1,140.00
Cross sections		1	2	4	16	48	48		119	$20,770.00
f. Retaining Wall Omit									0	$0.00
g. Drainage									0	$0.00
Hydraulic Calculations		1		2	4	8			15	$2,690.00
Drainage Area Maps		1		2	4	16	16		39	$6,850.00
Design and Drainage Details		1		2	4	16	16		39	$6,850.00
Detention Documentation		1	1	4	4	8			18	$3,470.00
Standard Details		1		2		1	1		5	$1,140.00
h. Utility Layouts									0	$0.00
Incorporate Utility Information				1		4	4		9	$1,560.00
Utility Notes		1		1		4	4		10	$1,890.00
Insert Utility Layouts						4	4		8	$1,320.00
i. Signing, Marking, & Signalization									0	$0.00
Signing and Pavement Marking Layouts		1		2	2	16	16		37	$6,470.00
Summary of Small Signs		1		1	2	4	4		12	$2,270.00
Non-Standard Sign Details				1	1	4	4		10	$1,750.00
Standard Details		1		2		1	1		5	$1,140.00
j. Environmental									0	$0.00
SW3P Layouts		1		1	4	12	12		30	$5,290.00
Standard Details		1		2		1	1		5	$1,140.00
k. Miscellaneous									0	$0.00
Construction Cost Estimate		3	3	6	6	12	12		42	$8,430.00
Construction Timeline Determination		4	4		8	8	8		32	$6,680.00
									0	$0.00
									0	$0.00
									0	$0.00
Plan Preparation Subtotal	**0**	**35**	**21**	**80**	**116**	**343**	**335**	**0**	**930**	**$170,760.00**

Summary of Manhours by Classification
The Estes Group, LLC (TEG)
ATTACHMENT D

Description of Work or Task	Project Principal $350.00/Hr	Project Manager $330.00/Hr	Engineer (Senior) $300.00/Hr	Engineer (Project) $240.00/Hr	Engineer (Design) $190.00/Hr	EIT $140.00/Hr	Sr. Engr Technician $190.00/Hr	Admin / Clerical $110.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Task 12: Bidding Phase Services										
a. Bidding Phase Services									0	$0.00
Specification list		1	2	4	4	4	4		19	$3,970.00
Project Construction Manual	1	2	2	4	4				13	$3,330.00
Bid Form	1	2	2	4	4				13	$3,330.00
Pre Bid Meeting		2							2	$660.00
Respond to Bidder	1	4	4	8	8				25	$6,310.00
Project Addenda (1 assumed)		1	2	4	8				15	$3,410.00
Analyze and prepare bid tabulation		1	2	2	4	8			17	$3,290.00
									0	$0.00
Bidding Phase Services Subtotal	**3**	**13**	**14**	**26**	**32**	**12**	**4**	**0**	**104**	**$24,300.00**
Schultz Lane Subtotal										***$237,070.00***
TEG SUMMARY	**4**	**76**	**52**	**134**	**198**	**397**	**363**	**6**	**1230**	**$237,070.00**

Summary of Direct Expenses
The Estes Group, LLC (TEG)
ATTACHMENT D

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	mile	480	$0.700	**$336.00**
II. Photocopies P/W (11"X17)	each	1,400	$0.25	**$350.00**
III. Photocopies color (11"X17)	each	50	$1.25	**$62.50**
IV. Overnight shipping / Courier	each	3	$20.00	**$60.00**
			TEG Direct Expenses	**$808.50**

Summary of Manhours by Classification
HDR Engineering, Inc. (HDR)
ATTACHMENT D

Description of Work or Task	Senior Drainage Advisor $302.00/Hr	Project Engineer $205.00/Hr	Design Engineer (5-10 yrs) $185.00/Hr	EIT I $130.00/Hr	CADD Technician $130.00/Hr	Senior Env Project Manager $343.00/Hr	Senior Env Project Planner $266.00/Hr	Env Scientist Sr $205.00/Hr	Env Scientist $144.00/Hr	Env Planner IV $163.00/Hr	Env Planner III $138.00/Hr	Env Planner I/II $121.00/Hr	Junior GIS Technician $119.00/Hr	Senior GIS Technician $148.00/Hr	Archeologist Principal Investigator $130.00/Hr	Archeologist $100.00/Hr	Admin / Clerical $98.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Schultz Lane																			
Task 1: Project Management																			
a. Communication																		0	$0.00
b. Monthly Progress Reports Invoices, and Billings							3										5	8	$1,288.00
c. QA/QC Plan								2										2	$410.00
d. Project Coordination & Administration							6											6	$1,596.00
e. Progress / Coordination Meetings							3											3	$798.00
f. Project Design Schedule																		0	$0.00
g. Project Documents / Files																		0	$0.00
h. Deliverables																		0	$0.00
Project Management Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**5**	**19**	**$4,092.00**
Task 9: Environmental Services																			
a. County Due Diligence						2	2			2	18		2					26	$4,266.00
b. Data Collection & Field Reconnaissance						1			8			8	4	2				23	$3,235.00
c. Hazardous Materials Initial Site Assessment						2	2			4		44	4	1				57	$7,818.00
d. Section 404 Clean Water Act Compliance						2		4	24				6	1				37	$5,824.00
e. Texas Antiquities Code Compliance						2							8	2	6	18	2	38	$4,710.00
Environmental Services Subtotal	**0**	**0**	**0**	**0**	**0**	**9**	**4**	**4**	**32**	**6**	**18**	**52**	**24**	**6**	**6**	**18**	**2**	**181**	**$25,853.00**
Schultz Lane Subtotal																			***$29,945.00***
HDR SUMMARY	**0**	**0**	**0**	**0**	**0**	**9**	**16**	**6**	**32**	**6**	**18**	**52**	**24**	**6**	**6**	**18**	**7**	**200**	**$29,945.00**

Summary of Direct Expenses
HDR Engineering, Inc. (HDR)
ATTACHMENT D

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	mile	150	$0.700	**$105.00**
II. Environmental Database Search	each	1	$500.00	**$500.00**
III. GPS Unit per hour	hr	4	$25.00	**$100.00**
			HDR Direct Expenses	**$705.00**

Summary of Manhours by Classification
McGray and McGray Land Surveyors, Inc. (McGray)
ATTACHMENT D

Description of Work or Task	Project Manager $201.50/Hr	3 man survey crew, with vehicle and data $225.00/Hr	2 man survey crew, with vehicle and data $190.00/Hr	Abstractor $85.97/Hr	Survey (RPLS) Senior $188.06/Hr	Survey Technician (SIT) $115.53/Hr	Survey Technician $95.38/Hr	Admin / Clerical $85.97/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
Schultz Lane										
Task 5: Right of Way (ROW) and Mapping (OMIT)										
Right of Way (ROW) and Mapping (OMIT) Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
Task 7: Surveying										
a. Right of Entry (OMIT)									0	$0.00
b. Field Surveying	4	16	50		4	40	50		164	$24,048.44
d. Deliverables									0	$0.00
Surveying Subtotal	**4**	**16**	**50**	**0**	**4**	**40**	**50**	**0**	**164**	**$24,048.44**
Schultz Lane Subtotal										***$24,048.44***
MCGRAY SUMMARY	**4**	**16**	**50**	**0**	**4**	**40**	**50**	**0**	**164**	**$24,048.44**

Summary of Direct Expenses
McGray and McGray Land Surveyors, Inc. (McGray)
ATTACHMENT D

Item Description	Unit	Quantity	Unit Cost	Total Cost
Direct Expenses				
I. Mileage	mile	480	$0.700	**$336.00**
II. Overnight shipping / Courier	each	3	$20.00	**$60.00**
			McGray Direct Expenses	**$396.00**

Commissioners Court - Regular Session **36.**

Meeting Date: 07/22/2025

Corridor A2 (FM 3349 to SH 95) - LJA - SWA#6 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. 6 to Work Authorization No. 1 to the Corridor A2 (FM 3349 to SH 95) contract executed on August 17, 2023, between Williamson County and LJA Engineering, Inc. relating to the LTP Corridor Program. Project: P628 Fund Source: LTP Corridor Program.

Background

The LJA Engineering, Inc. Supplemental No. 6 to Work Authorization No. 1 extends the termination date to 11/15/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Corridor A2 (FM 3349 to SH 95) - LJA - SWA#6 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:35 AM
Form Started By: Marie Walters		Started On: 07/16/2025 01:01 PM
Final Approval Date: 07/17/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 6
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
CORRIDOR A2 from FM 3349 to SH 95

This Supplemental Work Authorization No. 6 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated August 17th, 2023 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective August 17th, 2023(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 November 15th, 2025. 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, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Derek Bohls	_____
Printed Name	Printed Name
Vice President	_____
Title	Title
7/8/2025	_____
Date	Date

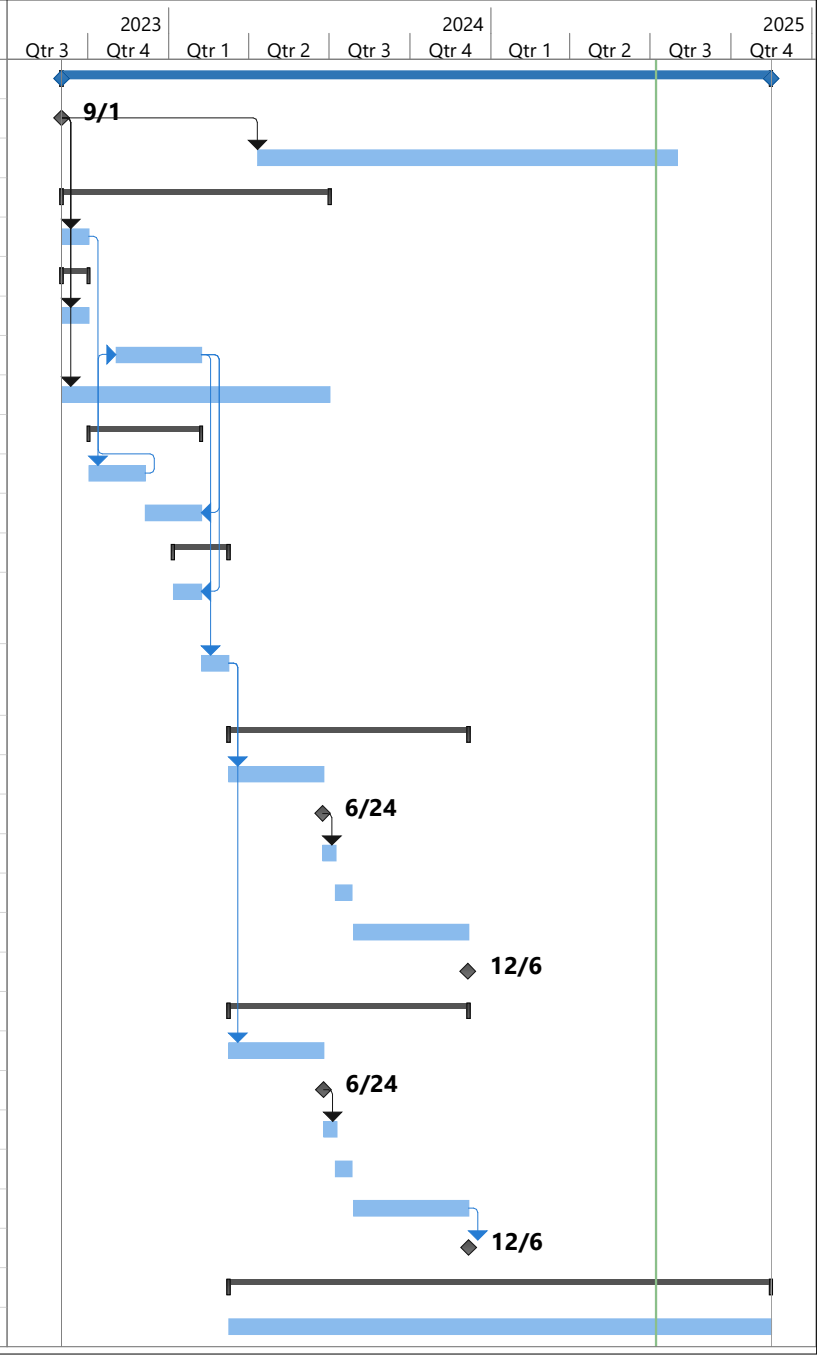
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 7:57 am, Jul 16, 2025

Corridor A2
Attachment C

ID	Task Name	Duration	Start	Finish
0	**Corridor A2**	**789 days**	**Fri 9/1/23**	**Sat 11/15/25**
1	NTP	0 days	Fri 9/1/23	Fri 9/1/23
2	Project Management	470 days	Thu 4/11/24	Thu 7/31/25
3	**Route and Design Studies**	**292 days**	**Fri 9/1/23**	**Mon 7/1/24**
4	Data Collection	30 days	Fri 9/1/23	Sun 10/1/23
5	**Environmental**	**30 days**	**Fri 9/1/23**	**Sun 10/1/23**
6	Environmental Due Diligence	30 days	Fri 9/1/23	Sun 10/1/23
7	**Stakeholder Coordination**	90 days	Thu 11/2/23	Tue 2/6/24
8	**ROW Mapping**	291 days	Fri 9/1/23	Mon 7/1/24
9	**Constraints Map**	**120 days**	**Mon 10/2/23**	**Tue 2/6/24**
10	Draft Constraints Map	60 days	Mon 10/2/23	Mon 12/4/23
11	Final Constraints Map	60 days	Tue 12/5/23	Tue 2/6/24
12	**Corridor Route Study**	**60 days**	**Sat 1/6/24**	**Fri 3/8/24**
13	Draft Corridor Route Study Report/Draft Design Summary Form & Typical	30 days	Sat 1/6/24	Tue 2/6/24
14	Final Corridor Route Study Report/Final Design Summary Form & Typical	30 days	Wed 2/7/24	Fri 3/8/24
15	**Schematic Development**	**267 days**	**Sat 3/9/24**	**Fri 12/6/24**
16	Draft Schematic Development	105 days	Sat 3/9/24	Mon 6/24/24
17	Submit Draft Schematic for Review	0 days	Mon 6/24/24	Mon 6/24/24
18	GEC Review	14 days	Mon 6/24/24	Mon 7/8/24
19	Address Review Comments	19 days	Mon 7/8/24	Fri 7/26/24
20	Final Schematic Development	129 days	Mon 7/29/24	Fri 12/6/24
21	Submit Final Schematic	0 days	Fri 12/6/24	Fri 12/6/24
22	**Drainage Study**	**267 days**	**Sat 3/9/24**	**Fri 12/6/24**
23	Draft Drainage Study Development	105 days	Sat 3/9/24	Mon 6/24/24
24	Submit Draft Drainage Study for Review	0 days	Mon 6/24/24	Mon 6/24/24
25	GEC Review	14 days	Tue 6/25/24	Tue 7/9/24
26	Address Review Comments	19 days	Mon 7/8/24	Fri 7/26/24
27	Final Drainage Study Development	129 days	Mon 7/29/24	Fri 12/6/24
28	Submit Final Drainage Study	0 days	Fri 12/6/24	Fri 12/6/24
29	**Survey Services**	**609 days**	**Sat 3/9/24**	**Sat 11/15/25**
30	Parcel Exhibits and Field Notes	609 days	Sat 3/9/24	Sat 11/15/25



Commissioners Court - Regular Session **37.**

Meeting Date: 07/22/2025

Pond Springs Drainage - CP&Y - SWA#4 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 Supplement No. 4 to Work Authorization No. 2 to the Pond Springs Road Drainage Improvements contract executed on March 19, 2019, between Williamson County and CP&Y, Inc. relating to the 2019 Road Bond Program. Project: P309 Fund Source: Road Bonds

Background

The CP&Y, Inc. Supplemental No. 4 to Work Authorization No. 2 extends the termination date to 10/31/2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pond Springs Drainage - CP&Y - SWA#4 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:45 AM
Form Started By: Marie Walters		Started On: 07/16/2025 01:04 PM
Final Approval Date: 07/17/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4_
TO
WORK AUTHORIZATION NO. _2_

WILLIAMSON COUNTY ROAD BOND PROJECT:
Pond Springs Road Drainage Improvements

This Supplemental Work Authorization No. _4_ to Work Authorization No. _2_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and CP&Y, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective September 1, 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 Work Authorization shall terminate on _October 31, 2025. 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:**
By: _____	By: _____
Signature	Signature
Anthony Serda	
Printed Name	Printed Name
Vice President	
Title	Title
7/15/2025	
Date	Date

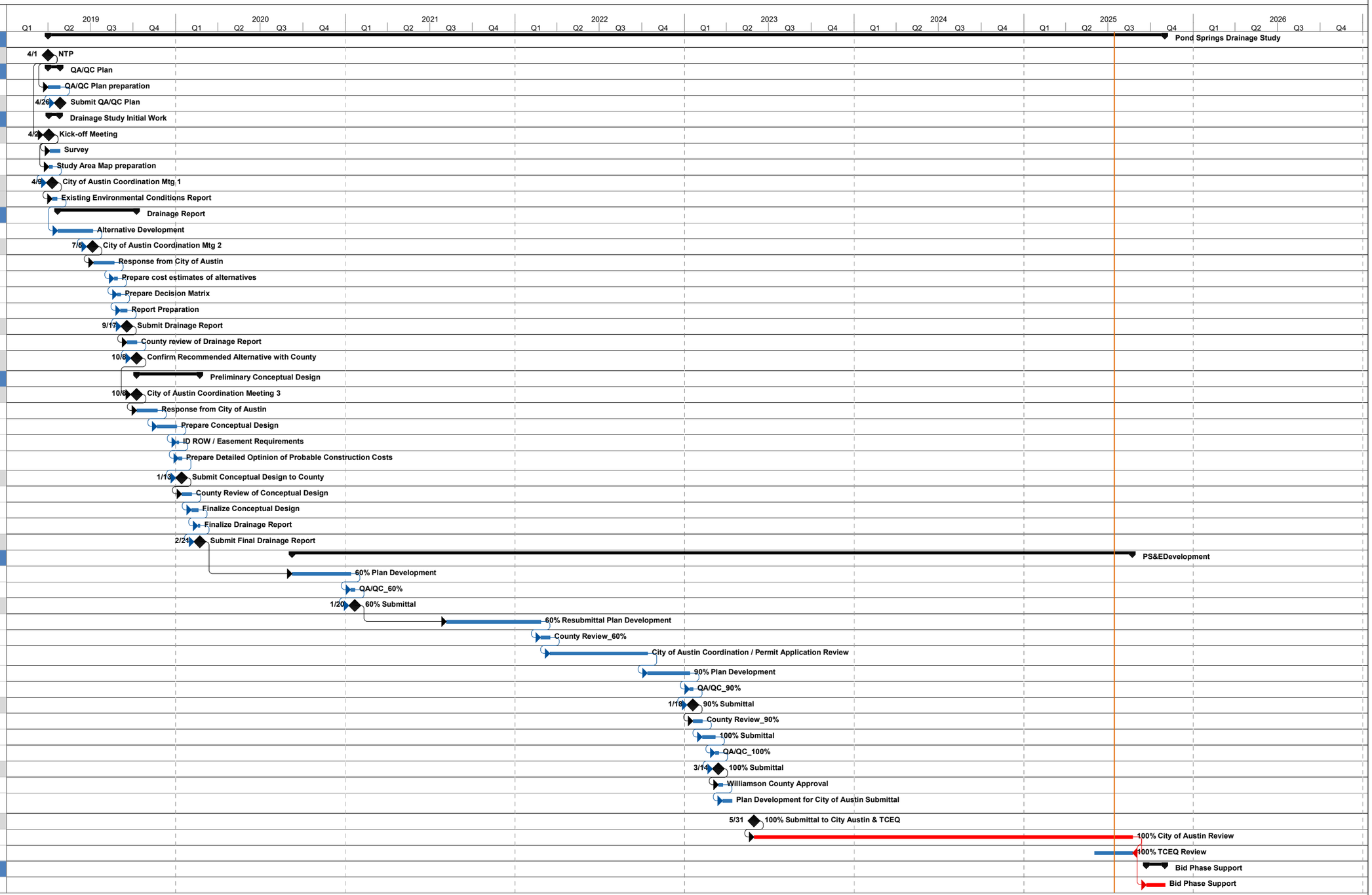
LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 7:58 am, Jul 16, 2025

Pond Springs Drainage Study Work Schedule
Attachment C - Work Schedule

ID	Task Name
1	*1 Pond Springs Drainage Study*
2	1.1 NTP
3	*1.2 QA/QC Plan*
4	1.2.1 QA/QC Plan preparation
5	1.2.2 Submit QA/QC Plan
6	*1.3 Drainage Study Initial Work*
7	1.3.1 Kick-off Meeting
8	1.3.2 Survey
9	1.3.3 Study Area Map preparation
10	1.3.4 City of Austin Coordination Mtg 1
11	1.3.5 Existing Environmental Conditions Report
12	*1.4 Drainage Report*
13	1.4.1 Alternative Development
14	1.4.2 City of Austin Coordination Mtg 2
15	1.4.3 Response from City of Austin
16	1.4.4 Prepare cost estimates of alternatives
17	1.4.5 Prepare Decision Matrix
18	1.4.6 Report Preparation
19	1.4.7 Submit Drainage Report
20	1.4.8 County review of Drainage Report
21	1.4.9 Confirm Recommended Alternative with County
22	*1.5 Preliminary Conceptual Design*
23	1.5.1 City of Austin Coordination Meeting 3
24	1.5.2 Response from City of Austin
25	1.5.3 Prepare Conceptual Design
26	1.5.4 ID ROW / Easement Requirements
27	1.5.5 Prepare Detailed Optinion of Probable Construction Costs
28	1.5.6 Submit Conceptual Design to County
29	1.5.7 County Review of Conceptual Design
30	1.5.8 Finalize Conceptual Design
31	1.5.9 Finalize Drainage Report
32	1.5.10 Submit Final Drainage Report
33	*1.6 PS&EDevelopment*
34	1.6.1 60% Plan Development
35	1.6.2 QA/QC_60%
36	1.6.3 60% Submittal
37	1.6.4 60% Resubmittal Plan Development
38	1.6.5 County Review_60%
39	1.6.6 City of Austin Coordination / Permit Application Review
40	1.6.7 90% Plan Development
41	1.6.8 QA/QC_90%
42	1.6.9 90% Submittal
43	1.6.10 County Review_90%
44	1.6.11 100% Submittal
45	1.6.12 QA/QC_100%
46	1.6.13 100% Submittal
47	1.6.14 Williamson County Approval
48	1.6.15 Plan Development for City of Austin Submittal
49	1.6.16 100% Submittal to City Austin & TCEQ
50	1.6.17 100% City of Austin Review
51	1.6.18 100% TCEQ Review
52	*1.7 Bid Phase Support*
53	1.7.1 Bid Phase Support



Project: Pond Springs Drainage Study
Date: Tue 7/15/25

Task | Critical Task | Milestone | Summary | Project Summary

Commissioners Court - Regular Session **38.**

Meeting Date: 07/22/2025

Utility Coordination (Corridor Program) - Cobb Fendley - SWA#2 to WA#13

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 13 to the Utility Coordination Services (Corridor Program) contract executed July 16, 2019, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the LTP Corridor Program. Project: On-Call Fund Source: LTP Corridor

Background

This Supplemental No. 2 to Work Authorization No. 13 is for utility coordination services for projects on the LTP Corridor Program and reduces the amount by $47,614.06 from $149,920.30 to $102,306.24.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Utility Coordination (Corridor Program) - Cobb Fendley - SWA#2 to WA#13

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:57 AM
Form Started By: Marie Walters		Started On: 07/16/2025 04:03 PM
Final Approval Date: 07/17/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 13

WILLIAMSON COUNTY ROAD BOND PROJECT:
Corridor Program

This Supplemental Work Authorization No. 2 to Work Authorization No. 13 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 13 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 maximum amount payable for services under the Work Authorization is hereby decreased from $149,920.30 to $102,306.24.

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: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
July 11, 2025	_____
Date	Date

APPROVED
By Christen Eschberger at 2:21 pm, Jul 15, 2025

Commissioners Court - Regular Session **39.**

Meeting Date: 07/22/2025

Utility Coordination (2023 Road Bond) - Cobb Fendley - SWA#2 to WA#15

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 15 to the Utility Coordination Services (2023 Road Bond Program) contract executed July 16, 2019, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Road Bond Program. Project: On-Call Fund Source: Road Bonds

Background

This Supplemental No. 2 to Work Authorization No. 15 is for utility coordination services for projects on the 2023 Road Bond Program and increases the authorized amount by $144,700.00 from $4,361,472.00 to $4,506,172.00 to allow CFA to complete services through the end of this contract period.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Utility Coordination (2023 Road Bond) - Cobb Fendley - SWA#2 to WA#15

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:59 AM
Form Started By: Marie Walters		Started On: 07/16/2025 04:06 PM
Final Approval Date: 07/17/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 15

WILLIAMSON COUNTY ROAD BOND PROJECT:
Utility Coordination for 2023 Road Bond Program

This Supplemental Work Authorization No. 2 to Work Authorization No. 15 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 15 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 maximum amount payable for services under the Work Authorization is hereby increased from $4,361,472.00 to $4,506,172.00.

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: Sandra G Khoury	By: _____
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
July 11, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 2:21 pm, Jul 15, 2025

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Senior Project Manager	Project Manager	Deputy Project Manager	Senior Engineer	Project Engineer III	Project Engineer II	Project Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Utility Specialist	Utility Specialist	Jr Utility Specialist	Senior Technician	Technician III	Technician II	Technician I	Right-of-Way Project Manager	Right-of-Way Agent	Registered Professional Land Surveyor	2-Person Field Services Crew	1-Person Field Services Crew	Two-Man Designating Crew (4 hr min)	One-Man Designating Crew (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 3000 & 4000) (4 hr min)	Vacuum Ex Truck w/ 2 Techs (Vac 6000) (4 hr min)	Ground Penetrating Radar w/ 1 Tech (4 hr min)	Administrative	Clerical	Total Hours	Total Cost
	$291.00	$210.00	$175.00	$241.00	$210.00	$185.00	$155.00	$145.00	$130.00	$192.00	$155.00	$130.00	$179.00	$155.00	$142.00	$117.00	$291.00	$173.00	$210.00	$179.00	$148.00	$210.00	$136.00	$365.00	$390.00	$322.00	$130.00	$99.00		
PROJECT MANAGEMENT AND COORDINATION	10	40	40	0	10	0	0	0	0	50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**150**	$ 30,010.00
UTILITY ADJUSTMENT COORDINATION	0	20	40	0	0	0	100	0	100	100	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**420**	$ 68,200.00
UTILITY ENGINEERING	0	0	0	0	40	0	0	0	0	0	0	0	30	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**130**	$ 23,070.00
UTILITY DESIGN	0	20	0	0	10	30	0	0	0	0	0	0	30	40	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**130**	$ 23,420.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
RIGHT-OF-WAY (ROW) COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
Total Hours	**10**	**80**	**80**	**0**	**60**	**30**	**100**	**0**	**100**	**150**	**60**	**0**	**60**	**100**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**830**	
Cost	$2,910	$16,800	$14,000	$0	$12,600	$5,550	$15,500	$0	$13,000	$28,800	$9,300	$0	$10,740	$15,500	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		**$ 144,700.00**

Commissioners Court - Regular Session **40.**

Meeting Date: 07/22/2025

Utility Coordination (LHB Fire Line) - Cobb Fendley - SWA#1 to WA#16

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 16 to the Liberty Hill Bypass Fire Line contract executed July 16, 2019, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Wilco Bldg Fire line (Liberty Hill Water Line). Project: 501A/501P Wilco Bldg Fire Line (Liberty Hill Water Line) Fund Source: Facilities

Background

This Supplemental No. 1 to Work Authorization No. 16 is for utility coordination services and reduces the amount by $97,077.52 from $106,077.52 to $9,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Utility Coordination (LHB Fire Line) - Cobb Fendley - SWA#1 to WA#16

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 12:00 PM
Form Started By: Marie Walters		Started On: 07/16/2025 04:09 PM
Final Approval Date: 07/17/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 16

WILLIAMSON COUNTY ROAD BOND PROJECT:
Liberty Hill Bypass Fire Line

This Supplemental Work Authorization No. 1 to Work Authorization No. 16 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 16, 2019 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 16 dated effective October 1st, 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 maximum amount payable for services under the Work Authorization is hereby decreased from $106,077.52 to $9,000.00.

II. The Work Authorization shall terminate on July 31, 2025. 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.

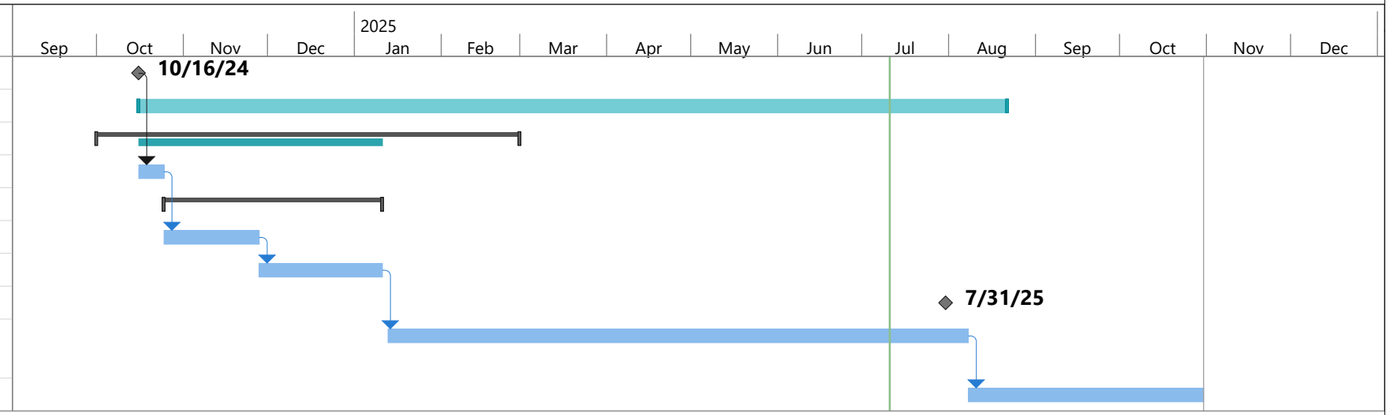
This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

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:**
By: Sandra G Khoury	By: _____
	Signature
Sandra G. Khoury, P.E.	_____
Printed Name	Printed Name
Executive Vice President	_____
Title	Title
July 11, 2025	_____
Date	Date

APPROVED
By Christen Eschberger at 2:21 pm, Jul 15, 2025

ID	Task Name	Start	Finish
1	**CONTRACT EFFECTIVE START DATE**	**Wed 10/16/24**	**Wed 10/16/24**
2	PROJECT MANAGEMENT/COORDINATION	Wed 10/16/24	Thu 8/21/25
3	**DESIGN PHASE**	**Tue 10/1/24**	**Fri 2/28/25**
4	DATA DEVELOPMENT	Wed 10/16/24	Thu 10/24/24
5	**PS&E DEVELOPMENT**	**Fri 10/25/24**	**Fri 1/10/25**
6	75%	Fri 10/25/24	Wed 11/27/24
7	100%	Thu 11/28/24	Fri 1/10/25
8	**WORK AUTHORIZATION TERMINATION**	**Thu 7/31/25**	**Thu 7/31/25**
9	BID/PERMITTING PHASE (PENDING ILA EXECUTION TO BE PERFORMED IN ANOTHER WA)	Mon 1/13/25	Thu 8/7/25
10	CONSTRUCTION PHASE (TO BE PERFORMED IN ANOTHER WA)	Fri 8/8/25	Thu 10/30/25



Williamson County
501.P_Liberty Hill Bypass Firelin
WA 16

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Commissioners Court - Regular Session **41.**

Meeting Date: 07/22/2025

Williamson County Economic Development Partnership Annual Update

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the annual update from the Williamson County Economic Development Partnership.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WilCo EDP Presentation 7.22.25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/15/2025 04:05 PM
Form Started By: Connie Odom		Started On: 07/15/2025 02:08 PM
Final Approval Date: 07/15/2025		



THE FUTURE OF HIGH TECH IN TEXAS

July 22, 2025

PARTNERS

- Williamson County
- Cedar Park
- Hutto
- Jarrell
- Liberty Hill
- Leander
- Round Rock Chamber
- Georgetown
- Taylor



WILCO EDP 2024/2025

PROMOTING WILLIAMSON COUNTY

- Full Time – Amber
- Semicon Korea – Invited Speaker
- SelectUSA – U.S. Department of Commerce
- Spaceport
- Sister City
- Hosted Yongin City





PROMOTING WILLIAMSON COUNTY (CONT.)

- Organizational Strategy
- New York Marketing Trip
- ABJ Growth Summit - Sponsor
- Champions Luncheon
- October - Korea
- UT – Taylor
- U.S. 79

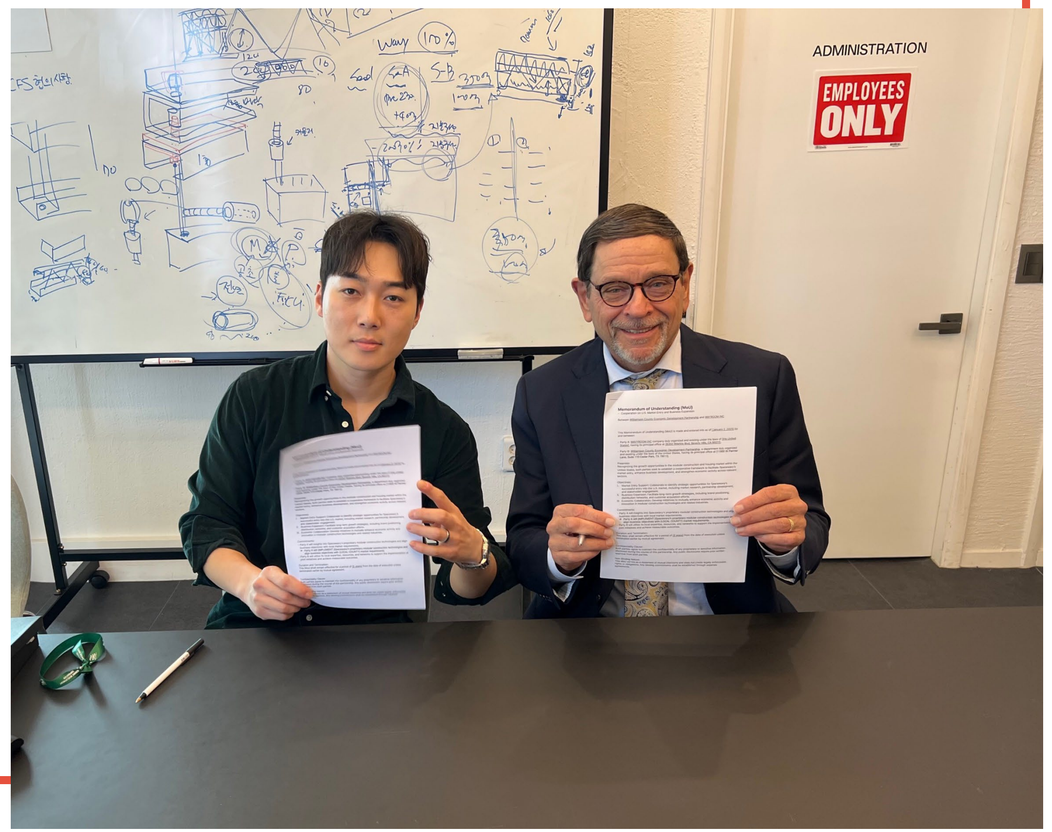




RESULTS

Assisted 12 companies to locate in Wilco

- 899 announced jobs
- $920 million capital investment
- Williamson County will receive $24.2 million in new tax revenue over a 10-year period
- All local taxing districts are expected to receive $144.1 million in new tax revenue over 10 years
- School districts will receive $78.1 million in tax revenue over 10 years



RESULTS (CONT.)

County has invested $1.5 million (2023-Present)

- 12 projects will generate $24.2 million in new county revenues over 10 years
- County ROI – 161.5%

4th Quarter 2024

- Bureau of Labor Statistics:

  Among all U.S. Counties (3,000+) Wilco ranked in the top10 for job growth at 2.5% and 21st for wage growth at 7.2%



LOOKING AHEAD 2025/2026

5-Year Strategic Plan

- Key industry sectors to target
- Identify key markets, both domestic and international
- How to capitalize Central Texas spaceport
- Sister City





LOOKING AHEAD 2025/2026 (CONT.)

Add a Business Development Position

Continue Korea Efforts

- 2 Trips

SelectUSA – Department of Commerce

- Spinoff Event





Thank You!



Commissioners Court - Regular Session **42.**

Meeting Date: 07/22/2025

Update Regarding Flooding Events of July 5, 2025

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear updates and recognize the contributions from various agencies in relation to the severe flooding event experienced in Williamson County, Texas on July 5, 2025, including, but not limited to:

- Emergency Management
- Central Texas Community Foundation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	07/17/2025 03:04 PM
Form Started By: Andrea Schiele		Started On: 07/17/2025 01:45 PM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **43.**

Meeting Date: 07/22/2025

July 5, 2025 Flooding Event

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

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Deliberate, discuss, consider, receive information and take any appropriate action on public health and safety-related matters, issues, business and concerns resulting from or pertaining to the severe flooding event experienced in Williamson County, Texas on July 5, 2025, including but not limited to:

*Compensation for salaried exempt employees pursuant to Section IV. Catastrophic Event Pay of the Budget Order and Section 02.05 (Overtime) of the Employee Policy Manual, and
*Debris management and disposal.

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	07/17/2025 09:20 AM
Form Started By: Julie Kiley		Started On: 07/16/2025 05:26 PM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **44.**

Meeting Date: 07/22/2025

Adoption of 2025-2026 Budget

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on advertising and set a date for the public hearing on the 2025-2026 County budget for Tuesday, August 26th, 2025 at 9:30 AM.

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	07/15/2025 03:59 PM
Form Started By: Ashlie Holladay		Started On: 07/15/2025 01:07 PM
Final Approval Date: 07/15/2025		

Commissioners Court - Regular Session **45.**

Meeting Date: 07/22/2025

CDBG Taylor Wate Substantial Amendment FY20

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 FY20 Community Development Block Grant (CDBG) Action Plan project allocation.

Background

Taylor has requested a partial reallocation of FY20 Taylor Waterline Project funds in the amount of $18,623. The original project was completed under budget. The funds will be reallocated to the next phase of the waterline project in Taylor. Original and updated project descriptions are included in the attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY20 Taylor Substantial Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:51 AM
Form Started By: Sally Bardwell		Started On: 07/17/2025 09:51 AM
Final Approval Date: 07/17/2025		

Taylor Waterline Substantial Amendment FY20 Action Plan

Proposed changes are outlined below:

Original Allocation and Project Description FY2020:

City of Taylor Water System Improvements Old Coupland Road $160,000
Construction of approximately 1183 linear feet of 8" waterlines along Old Coupland Road in Taylor TX.
Funding Utilized: $141,377.00
Project is complete.

Updated Allocation and Project Description:

City of Taylor Water System Improvements 5th and Murphy
Replace existing undersized, 2-inch water mains, which do not meet current standards. The waterline will be approximately 1,100 linear feet (LF) of 8" waterline. The project would improve conditions to benefit households in the project vicinity, 5th and Murphy in Taylor TX.
Funding amount: $18,623

The reallocation will be combined with the FY24 CDBG allocation of $659,000 and the remaining CDBG CV allocation of $162,644.

Commissioners Court - Regular Session **46.**

Meeting Date: 07/22/2025

Direction for Kitchell

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action when giving program manager, Kitchell/CEM, direction on Phase I of the Jail/Justice program plan.

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	07/17/2025 11:50 AM
Form Started By: Rachel Rull		Started On: 07/16/2025 05:02 PM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **47.**

Meeting Date: 07/22/2025

Request an exception to the salary surplus policy to move funds soon to be filled vacant position.

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

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a policy exception to facilitate filling a position in Emergency Medical Services.

Background

WCEMS is currently working on filling the commander in the clinical practice position, which has been vacant since May 16, 2025. The candidate of choice is a current WCEMS employee who has been with Williamson County for over 27 years. By moving surplus funds from one PCN to the vacant PCN, WCEMS will be able to make a reasonable offer which includes a 10% salary increase when a promotion occurs. Filling this position is critical to the quality assurance and quality improvement of WCEMS' clinical practice and I appreciate your consideration in approving this policy exception so that the position can be filled.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

https://wilco365-my.sharepoint.com/:x:/r/personal/jgonzales_wilco_org/Documents/Desktop/Position%20Changes%20Spreadsheet-EMS.xlsx?d=wd1d6f378655142d0ac22c8c478f94277&csf=1&web=1&e=Zg36aZ

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:24 AM
Form Started By: John Gonzales		Started On: 07/17/2025 07:19 AM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **48.**

Meeting Date: 07/22/2025

Authorized Use Agreement between Williamson County and UT-Austin

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Authorized Use Agreement between Williamson County and the University of Texas-Austin.

Background

This agreement would allow UT-Austin to film at the Juvenile Justice Center for the purposes of creating an educational video focusing on improving Juvenile Justice outcomes. The video will be used to enhance Trauma-Informed and Restorative Practices Training across Texas. This video will focus on a youth being referred to the Juvenile Center and going through the intake process and is expected to be 4–6 minutes in length. The areas of the facility that will be filmed will include the outside of the building, the education area, the intake area, and the detention room. The youth in the video will be actors and no youths in the facility will be filmed as a part of this video.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Authorized Use Agreement - UT-Austin

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/11/2025 08:53 AM
County Judge Exec Asst.	Delia Colon	07/11/2025 09:52 AM
Form Started By: John Pelczar		Started On: 07/07/2025 04:54 PM
Final Approval Date: 07/11/2025		

Docusign Envelope ID: 6CBBCC8D-AC58-4151-B587-65307C3B0676

AUTHORIZED USE AGREEMENT

This Authorized Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("User").

RECITALS

WHEREAS, County has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, User desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the County and User (the "Parties") agree as follows:

1. USE:

In exchange for the public benefit obtained from User's use of the Authorized Area, the County hereby grants, subject to the terms and provisions hereof, to User permission to use the Authorized Area for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. SPECIAL CONDITIONS OF USE:

User hereby acknowledges and agrees that the Authorized Area consists of the Williamson County Juvenile Services' facilities and that all use of Authorized Area is subject to Williamson County Juvenile Services' requirements, rules, regulations and conditions regarding filming in, on, and around the Authorized Area and that User must comply with any rules, regulations and conditions set by Williamson County Juvenile Services. Furthermore, User shall obtain any necessary consents from individuals that may be necessary in relation to filming such individuals and this Agreement in no way provides User with any filming rights as to individuals at the Williamson County Juvenile Services facilities.

3. SERVICES AND AMENITIES; NO ALTERATIONS:

User is hereby given notice that it shall be User's responsibility to inspect the Authorized Area prior to executing this Agreement to ensure that the Authorized Area and the Permitted Use is suitable for User's intended use and purpose. No interruption or malfunction of any service, which is not caused by the County's error or omission, shall constitute an eviction or disturbance of User's use and possession of the Authorized Area or breach by County of any of its obligations hereunder or render County liable for damages or entitle User to be relieved of any obligation hereunder.

Docusign Envelope ID: 6CBBCC8D-AC58-4151-B587-65307C3B0676

In the event of any such interruption, County shall use reasonable diligence to restore such service. User shall not make any alterations, additions or improvements to the Authorized Area or maintain signs or banners

4. CLEANING OF AUTHORIZED AREA:

To the extent necessary, if any, User shall provide all janitorial and cleaning services immediately after User's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before User used such area.

5. PARKING; STORAGE:

If User should desire to use any of the Authorized Area for parking and storage, User must submit to the County a plan that depicts the areas that User would like to use for parking and storage. County shall, in its sole discretion, instruct User as to the allowable areas, if any, for User's parking and storage.

6. INTERRUPTION OR TERMINATION OF PERMITTED USE

County shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of County, such act is necessary in the interests of public safety.

7. MANAGEMENT; SAFETY; AND SECURITY:

In permitting the occupancy of Authorized Area by User, County and Williamson County Juvenile Services retain and do not relinquish the right to issue and enforce such rules, regulations and directives as they may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. County employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. County and Williamson County Juvenile Services shall have the right to eject any objectionable person(s) from the Authorized Area. **The User, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against County and Williamson County Juvenile Services arising from such ejections.** The User agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by County or Williamson County Juvenile Services. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by County and Williamson County Juvenile Services. Unless otherwise specified in writing, County and Williamson County Juvenile Services shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to User.

User shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the User's use of the Authorized Area. User shall take all reasonable precautions for the safety of and shall provide all

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reasonable protection to prevent damage, injury or loss to User and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

8. COOPERATION WITH ALL OTHER USERS:

User acknowledges that County and Williamson County Juvenile Services will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The User agrees to cooperate in good faith with County and Williamson County Juvenile Services and those persons using other portions and areas of the Authorized Area.

9. ALCOHOLIC BEVERAGES:

User hereby acknowledges and agrees that **no** alcoholic beverages shall be consumed or possessed by User its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

10. **ASSUMPTION OF RISK:**

User, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. County and Williamson County Juvenile Services shall not be liable for any damages to property or damages arising from personal injuries sustained by User or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the negligence or willful misconduct of County or Williamson County Juvenile Services. User assumes full responsibility for any property damage or injury which may occur to User, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the negligence or willful misconduct of County or Williamson County Juvenile Services.

11. CAPACITY:

User shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

12. STATUTES/PERMITS:

User hereby acknowledges that County requires full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the

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mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

13. NON-DISCRIMINATION:

The User shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

14. INFLAMMABLE MATERIALS:

User shall not use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes.

15. LEGAL RECOURSE:

In the event the User violates any of the terms or conditions of this Agreement, County shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the User there from, all without service of notice or resort and without any legal liability on its part.

16. COMPLIANCE WITH LAW:

User, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

17. NO SUBLETTING AND ASSIGNMENT:

User shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the County.

18. LIENS:

User agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the County and Williamson County Juvenile Services harmless from any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the County or Williamson County Juvenile Services.**

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19. FORCE MAJEURE:

In the event County's obligations to the User under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond County's reasonable control, County shall not be liable to perform. The User hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid, if any, directly to County, but no other.

20. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to County, under any of the following conditions: (a) if the User is found to have provided false or misleading information to County, (b) if County finds that the use or proposed use will be detrimental to the health, safety or morals of County or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify County of cancellation of any date or dates covered by the Agreement, (e) if User defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to User's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by County or (h) upon ten (10) days' written notice to User.

21. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

22. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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23. SEVERABILITY:

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

24. NO INDEMNIFICATION BY COUNTY:

User acknowledges and agrees that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to User.

25. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

User:	As set forth on below User's execution herein below
County:	Williamson County Judge 710 S. Main Street, Ste. 101 Georgetown, Texas 78626
with copy to:	General Counsel's Office Williamson County Commissioners Court 401 W. 6th Street Georgetown, Texas 78626

26. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

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27. REPORTS OF ACCIDENTS:

Within 24 hours after User becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the User), whether or not it results from or involves any action or failure to act by the User or any employee or agent of the User and which arises in any manner relating to the User's use of the Authorized Area, the User shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The User shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the User, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the User's use of the Authorized Area under this Agreement.

28. CONSTRUCTION:

Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

29. 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.

30. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

31. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If User's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by User and its successors, assigns and licensees. In connection with User's user of the Authorized Area and the production of photography, User may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. County irrevocably grants to User and User's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including

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without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would violate the terms of this Agreement.

32. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to County or Williamson County Juvenile Services. In the event User should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and County may avail itself of any remedies allowed at law or in equity.

33. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement shall become effective as of the date of the last party's execution below and may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE County HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

AS ACCEPTED AND EXECUTED:

County:

By: _____

Title: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

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User:

The University of Texas at Austin

Authorized Signer: DocuSigned by: Linda Shaunessy D9E4716847F042B...

Printed Name: Linda Shaunessy

Representative Capacity: Business Contracts Administrator

Date: 2025-07-03 | 13:45:44 PDT, 20___

Contact Person: Lorna Hermosura, PhD

Address: 112 Briar Park Circle,
Georgetown TX 78626

Phone No.: (512) 619-6769

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EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The County does hereby grant, subject to the terms and provisions hereof, to User, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):	July 18, 2025
Hours:	9:00 a.m. to 3:00 p.m
Permitted Use (Description of Use):	Filming of educational video on improving Juvenile Justice Outcomes through Trauma-Informed and Restorative Practices Training
Authorized Area (Location):	Williamson County Juvenile Justice Center (Including the Juvenile Justice Alternative Education Center) 200 Wilco Way Georgetown, TX 78626

Certificate Of Completion

Envelope Id: 6CBBCC8D-AC58-4151-B587-65307C3B0676
Status: Sent
Subject: Signature request on Contract Williamson County Juvenile Justice Center - Population Research Center
Source Envelope:
Document Pages: 10
Signatures: 1
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
UT Business Contracts
1 University Station
Austin, TX 78712
vpcfo.contracts@austin.utexas.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
7/3/2025 9:11:14 AM
Holder: UT Business Contracts
vpcfo.contracts@austin.utexas.edu
Location: DocuSign

Signer Events	Signature	Timestamp
Linda Shaunessy lis236@eid.utexas.edu Business Contracts Administrator University of Texas at Austin Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by:  D9E4716847F042B... Signature Adoption: Pre-selected Style Using IP Address: 136.49.131.176	Sent: 7/3/2025 9:13:56 AM Viewed: 7/3/2025 3:45:34 PM Signed: 7/3/2025 3:45:44 PM
Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp
UT Business Contracts vpcfo.contracts@austin.utexas.edu University of Texas at Austin Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 7/3/2025 3:45:46 PM Viewed: 7/3/2025 4:31:00 PM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2025 9:13:56 AM

Payment Events	Status	Timestamps

Commissioners Court - Regular Session **49.**

Meeting Date: 07/22/2025

Award of RFP #25RFP43 Virtual Reality Training System to Street Smarts VR, Inc. for Williamson County Sheriff's Office

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 #25RFP43 Virtual Reality Training Systems to Street Smarts VR, Inc., in the amount of $131,750.00, and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed proposals under RFP #25RFP43 Virtual Reality Training System. There were one hundred seventy-two (172) invitations sent out, twelve (12) document takers and one (1) submission received. The evaluation team recommends awarding #25RFP43 to Street Smarts VR due to their software training library with over forty (40) pre-scripted scenarios. Street Smarts VR completed the response in its entirety, meets the requested scope of work and most closely aligns with the desired system attributes. In addition, Street Smarts VR offers a sixty (60) month software warranty along with sixty (60) months of software updates to include the latest builds and newest features. This purchase. Funding is from 01.0100.0560.005008 for FY25. Origination #790. Department point of contact is Chief J.D. Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Recommendation Letter

Scoring Summary

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 08:53 AM
Form Started By: Barbi Hageman		Started On: 05/12/2025 09:39 AM
Final Approval Date: 07/17/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
STREET SMARTS VR, INC.
(County's Request for Proposals #25RFP43)

The underlying Purchasing Agreement and its Amendments (Collectively the "Agreement") regarding the County's Request for Proposals #25RFP43 (the "Amendment"), between Street Smarts VR, LLC ("Vendor") and Williamson County, Texas ("Purchaser") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

    A. This Williamson County Addendum No. 1;
    B. Williamson County Solicitation #25RFP43;
    C. Company's Response to Solicitation #25RFP43
    D. Street Smarts VR Purchase Agreement and
    E. Street Smarts VR Quote No. Q2025-304B.

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

3. **No Indemnification by Purchaser.** Vendor acknowledges and agrees that under the Constitution and the laws of the State of Texas, Purchaser cannot enter into an agreement

whereby Purchaser agrees to indemnify or hold harmless any other party, including but not limited to Vendor; therefore, all references of any in this Agreement to Purchaser indemnifying, holding or saving harmless any other party, including but not limited to Vendor, for any reason whatsoever are hereby deemed void and deleted.

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

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

6. **The County's Right to Audit.** Vendor agrees that Purchaser 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 Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Purchaser shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Purchaser shall give Vendor reasonable advance notice of intended audits.

7. **Non-Appropriation and Fiscal Funding.** The obligations of Purchaser under this Agreement do not constitute a general obligation or indebtedness of Purchaser for which Purchaser is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Purchaser's fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question. Purchaser may effect such termination by giving written notice of termination to Vendor at the end of its then-current fiscal year to be effective as of the last day of Purchaser's fiscal year. For purposes of this Agreement, the Purchaser 's fiscal year shall be October 1st to September 30th.

8. **Payment, Interest and Late Payments.** Purchaser'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 Purchaser 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 Purchaser 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 Purchaser'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 submitted by Vendor, Purchaser shall notify Vendor of the error not later than the twenty first (21st) day after the date Purchaser receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Purchaser, Vendor 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.

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Purchaser, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Purchaser shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Purchaser. 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. Vendor shall furnish Purchaser with a certification of coverage issued by the insurer. Vendor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Vendor shall also notify Purchaser, 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.**

10. **Relationships 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. **Sales and Use Tax Exemption.** Purchaser 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, and the services and materials subject hereof are being secured for use by Purchaser. Exemption certificates will be provided to contractors and suppliers upon request.

12. **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 Purchaser, 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 Purchaser as to whether or not the same are available to the public. It is further understood that Purchaser's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Purchaser, 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 Purchaser by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. **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.

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

Street Smarts VR, LLC:

By: _____

Printed Name: Dom Pellegrini

Title: Head of Growth

Date: July 8th ____, 20 25

Williamson County, Texas:

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 10 2025 Time: 3:02 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 10 2025 Time: 8:46 am

STREET SMARTS VR

Better Training. Better Performance. Better Outcomes.

Purchase Agreement

Customer: Williamson County Sheriff's Office
8160 Chandler Rd.
Hutto, TX 78634

Vendor: Street Smarts VR, Inc.
44 Wall St., Ste 703
New York, NY 10005

Effective Date: Thursday, May 8, 2025

This Integrated VR Training Solution Purchase Agreement (the "Agreement") is entered into by and between Williamson County Sheriff's Office ("Purchaser") and Street Smarts VR, Inc. ("Vendor") as of the Effective Date defined herein.

1. Scope of Purchase

Purchaser agrees to acquire from Vendor the complete Integrated Virtual Reality Security Training Solution package (the "Solution") as detailed in Quote Number Q2025-304B, dated April 29, 2025, which is hereby incorporated by reference. The Solution includes the following bundled products and services:

- Access to SSVR Training Library and Creator Interface
- Hardware:
  - (2) HTC VR Headsets & Controllers
  - (2) Alienware M18 R2 Laptops
  - (2) Wireless Mouse
  - (2) Wireless Router RT-AXE7800
  - (2) Base Station & Fovetic Stands
  - (2) Power Strips
  - (2) Rugged Carrying Case
- User Devices:
  - (2) SSVR Glock 17
  - (2) Recoiling M4 (Green Gas not included)
  - (2) SSVR ECD 26
  - (2) Flashlight
  - (2) Baton
  - (2) OC Spray
- Manufacturer and software warranties (60 months)
- (1) on-site Train-the-Trainer session for up to 8 hours and 8 participants.
- Shipping and handling

All components are provided as a bundled, non-divisible solution.

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2. Contract Value and Payment Schedule

The total contract value for the Solution is USD $131,750.00, reflecting a discount from the standard pricing of USD $155,000.00.

Payment Terms:

- Full payment of USD $131,750.00 is due upon receipt of the system.

Purchaser acknowledges that this pricing includes all hardware, software, services, training, warranties, and shipping. All warranty periods begin upon system delivery.

---

3. Payment Commitment

By executing this Agreement, the Purchaser agrees to the following binding obligations:

- The total contract value covers the complete Solution as defined above.
- Payment obligations under this Agreement are non-cancellable and binding.
- In the event of early termination for any reason, all outstanding amounts shall become immediately due and payable.
- Purchaser shall be responsible for any applicable taxes, duties, tariffs, or levies imposed by governmental authorities.

4. Invoicing and Delivery

- The Vendor will issue an invoice upon shipment of system.
- Full payment is due **upon receipt of invoice** and system delivery.
- Please allow **60–90 days** for delivery from the Effective Date.

5. Order Processing Requirements

To process this order, the Purchaser must provide the following documentation and information:

- Completed **W-9** form for Vendor records
- **Tax Exempt Certificate**, if applicable
- Confirmed **Shipping Address**, including:
  - **Attention To:** [Insert Contact Name or Department]
- **Bill To Information**: E-mail address (preferred) or Mailing address

All documents and shipping information should be sent to:
Frances Sharp | frances.sharp@streetsmartsvr.com

6. Entire Agreement

This Agreement constitutes the entire understanding between the Purchaser and Vendor and supersedes any prior communications, representations, or agreements, whether oral or written, that conflict with the terms herein. Any references to partial purchase or hardware-only procurement are expressly disclaimed.

Authorized Signatures

Street Smarts VR, Inc.

Signature: _____
Name: Dom Pellegrini
Title: Head of Growth
Date: July 8, 2025

Williamson County Sheriff's Office

Signature: _____
Name:
Title:
Date:

STREET SMARTS VR

44 Wall St. Suite 703, New York, NY 10005

DUNS: 081290398 | Cage Code: 856Y6
UEI: Z5JMXTMDELF3 | TIN: 821910641

Quoted To:
Williamson County Sheriff's Office
8160 Chandler Rd., Hutto, Tx 78634
Re: RFP 25RFP43

Quote Number: Q2025-304B

Account Executive
Will Kane | will.kane@streetsmartsvr.com

Quote Date: 4/29/2025
Quote Expiration: 10/26/2025

Prepared By:
Frances Sharp | frances.sharp@streetsmartsvr.com

Requested By:
Sheila Smith | sheila.smith@streetsmartsvr.com

Description	Quantity	Unit Cost	Extended Cost
Multi-User Integrated VR Security Training Solution | 5 Yr System includes the products and services below	1	$155,000.00	**$155,000.00**

Software
SSVR Training Library (pre-made scenarios) & Creator Interface (create your own scenarios)

VR Core Hardware Components
(2) HTC VR Headset & Controllers
(2) Alienware M18 R2 Laptop
Intel Core i9-14900HX, 16GB DDR6, 1 TB M.2 PCIe NVMe, RTX 4090, Windows 11 Pro
(2) Wireless Mouse
(2) Wireless Router RT-AXE7800
(2) Fovetic Stands (2 pack/kit)
(2) Power Strip
(2) Rugged Carrying Cases

User Devices
(2) SSVR Glock 17
(2) SSVR Recoiling M4 (Green Gas NOT Included)
(2) SSVR ECD 26
(2) SSVR Flashlight
(2) SSVR Baton
(2) SSVR OC Spray

SSVR Warranty Service
Manufacturer warranty on HTC Hardware
VR Headset, Wireless Adapter, Base Stations, and VR Trackers for 60 months
Software warranty - Street Smarts VR
Software updates and proprietary user interface tools for 60 months

Delivery, Implementation, Train-the-Trainer
Shipping
Please allow 60-90 days for delivery of SSVR hardware to delivery sites.
Train-the-trainer session (T3), on location
(1) Hardware & software training, 1 Trainer, Up to 8 trainees, Up to 8 hours

*SSVR Warranty Service - All warranties begin the day the system is delivered

Terms & Conditions
Send PO to **frances.sharp@streetsmartsvr.com**
ACH Preferred Payment Method
Payment Due Upon Receipt of System

Sub Total	$155,000.00
Discount	*-$23,250.00*
Total USD	**$131,750.00**

MEMORANDUM
Williamson County Sheriff's Office

Date: May 6, 2025

To: Purchasing

From: Commander James D. Carmona

Subject: 25RFP43 Virtual Reality Training System

This letter concerns purchasing the Multi-User Integrated VR Security Training Solution. Street Smarts VR company is the most reasonable one in this respect. The Street Smarts VR offers a 5-year, Multi-User option to Williamson County, a software training library with over 40 pre-scripted scenarios, a 60-month software warranty, 60 months of software updates, and the latest builds and newest features. Additionally, the ease of content sharing among agencies with Street Smarts VR systems further broadens the scope of training possibilities.

The price includes 2 VR Systems, complete with all hardware, including the Alienware laptop, controllers, VR equipment, towers, and cables that will allow the system to operate independently for two people in 2 different scenarios or with two people in one scenario. The highly portable system requires a much smaller footprint than a projection-based system which means training can be hosted almost anywhere. We believe this is a good training system for the agency.

We hope you will consider our recommendation.

Respectfully submitted

J.D. Carmona #2531

Scoring Summary

Active Submissions

	Total	Proposal Requirements and Completeness of Proposal	Product Knowledge and Reputation	Responsiveness of Proposal	Pricing
Supplier	**/ 100 pts**	**/ 30 pts**	**/ 20 pts**	**/ 30 pts**	**/ 20 pts**
StreetsmartsVR	95 pts	27.5 pts	20 pts	27.5 pts	20 pts

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:
2025-1305976

Date Filed:
05/07/2025

Date Acknowledged:

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

Street Smarts VR
New York, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Sheriff's Office

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.

2025230
25RFP43 Virtual Reality Training System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Noteware, Oliver	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (street), [redacted] (city), [redacted] (state), [redacted] (zip code), USA (country).

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

Executed in Bexar County, State of Texas, on the 8 day of May (month), 2025 (year).

Oliver D Noteware

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:
2025-1305976

Date Filed:
05/07/2025

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.

Street Smarts VR
New York, NY United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County Sheriff's Office

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.

2025230
25RFP43 Virtual Reality Training System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Noteware, Oliver	San Antonio, 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 **50.**

Meeting Date: 07/22/2025

Brushy Creek MUD 2nd Amendment for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the 2nd Amendment to the Standard Agreement with Local Governmental Entities regarding off-duty contracting of County Sheriff's Deputies by and between Brushy Creek Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to the 2nd Amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with Brushy Creek MUD was approved in Commissioners Court for a three-year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024, and on June 24, 2025, the Commissioners Court approved a 2nd increase effective October 1, 2025, to $15.00 per hour. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this 2nd Amendment with Brushy Creek MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Brushy Creek MUD 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/15/2025 03:21 PM
Form Started By: Starla Hall		Started On: 07/13/2025 04:02 PM
Final Approval Date: 07/15/2025		

SECOND AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Second Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Second Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 26, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement and the parties executed a previous amendment to the Agreement; and

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement for the upcoming term of the Agreement and the parties executed a previous amendment to the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$15.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire

costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Second Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Second Amendment, in duplicate, to be effective as of October 1, 2025.

Local Governmental Entity (LGE):

Name of LGE: Brushy Creek MUD

Signature: _____

Printed Name: Michael S. Tucker

Title: President

Date: July 10, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: _____

Date: July 14, 2025

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

COUNTY:

By: _____
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____ ____, 20_____

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin October 1 ,2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Brushy Creek MUD

Signature: Michael B Tucker

Printed Name: Michael B. Tucker

Title: President

Date: 9/14, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: September 18, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[1]

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: Bill Gravell Jr.
Bill Gravell (Sep 26, 2023 12:36 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Sep 26, 2023 _____, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Item #17 Brushy Creek MUD Standard Agreement

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA54Nlw1Jlpv8c28lVWSdSmWckoW-BzNVu

"Item #17 Brushy Creek MUD Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:37:43 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:38:17 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:38:24 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:02:34 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 4:57:22 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 4:57:22 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 5:36:09 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 5:36:26 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 5:36:26 PM GMT

Powered by
Adobe
Acrobat Sign

AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY SHERIFF DEPUTIES

This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (hereinafter, "Amendment") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas; Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

RECITALS

WHEREAS, the LGE, COUNTY, and SHERIFF'S OFFICE previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies (the "Agreement"), being dated effective as of the date of the Commissioners Court approval and execution on September 26, 2023, wherein COUNTY granted permission for the LGE to contract, in a private capacity, with Deputies of the SHERIFF'S OFFICE while such Deputies are not on duty for the COUNTY and for usage of the COUNTY's vehicle related thereto;

WHEREAS, the COUNTY increased the vehicle usage reimbursement rate set forth under Section 7 of the Agreement; and

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the LGE, COUNTY, and SHERIFF'S OFFICE agree that the Agreement is supplemented, amended and modified as follows:

I. Amendment to Section 7 of the Agreement:

Section 7 of the Agreement is amended and supplanted by the following:

COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of **$14.00 per hour per vehicle** (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

II. Terms of Agreement Control and Extent of Amendment

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

IN WITNESS WHEREOF, the LGE, COUNTY, and SHERIFF'S OFFICE have executed this Amendment, in duplicate, to be effective as of October 1, 2024 .

Local Governmental Entity (LGE):

Name of LGE: Block House Municipal Utility District

Signature: _____

Printed Name: Ursula Logan

Title: President, Board of Directors

Date: July 24, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: July 29, 2024

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

COUNTY:

By: Bill Gravell Jr.
Bill Gravell (Aug 9, 2024 09:56 CDT)

Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Aug 9, 2024 **, 20**

Item #37 Block House MUD Amendment

Final Audit Report 2024-08-09

Created:	2024-08-06
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_gb2DSLL80QD_mWd0n3661vqFvP5KLmk

"Item #37 Block House MUD Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-06 - 9:30:07 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-08-06 - 9:30:46 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-06 - 10:13:50 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-06 - 10:14:05 PM GMT- IP address: 66.76.4.65

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2024-08-06 - 10:14:05 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-09 - 2:56:37 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-09 - 2:56:47 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-09 - 2:56:47 PM GMT

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Commissioners Court - Regular Session **51.**

Meeting Date: 07/22/2025

Bickerstaff engagement agreement (rockett)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 25-1168-C368; Brandon Rockett v. Leon Tran, et al.; In the 368th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bickerstaff engagement agreement (Rockett)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:49 AM
Form Started By: Shannon Francis		Started On: 07/16/2025 10:42 PM
Final Approval Date: 07/17/2025		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County Constable Wade Fowler.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent,

subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY CONSTABLE WADE FOWLER

By:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
Gunnar P. Seaquist

Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County Constable Precinct Two Lieutenant Wade Fowler in Cause No. 25-1168-C368, *Brandon Rockett v. Leon Tran and Constable Wade Fowler*, in the 368th Judicial District Court of Williamson County, Texas, well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	$385
Arnold, Philip	$385
Caputo, Cobby	$435
Gonzalez, Vanessa	$400
Heath, Bob	$510
Katz, Joshua	$385
Kimbrough, Chuck	$355
Maxwell, Susan	$400
Miller, Gregory	$385
Rogers, Emily	$400
Russell, Claudia	$395
Seaquist, Gunnar	$385
Than, Catherine	$400
Weller, Steven	$395
Kelley, Kimberly	$310
Labashosky, Sara	$320
Robinson, Lori	$335
Caroom, Doug	$470
Delgado, Hector	$455
Dugat, Bill	$405
Falk, Syd	$470
Pagan, Kevin	$420
Legal Assistants/Specialists	$210
McCall, Sherry	$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

EXHIBIT D—VERIFICATIONS
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2. Pursuant to Texas Government Code, Chapter 2252, as amended, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

3. Pursuant to Chapter 2276 of the Texas Government Code the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4. Pursuant to Chapter 2274 of the Texas Government Code, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, "Company" is defined in Section 2274.001(2), Texas Government Code.

SIGNED BY: _____

GUNNAR P. SEAQUIST

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.

Commissioners Court - Regular Session **52.**

Meeting Date: 07/22/2025

Brinegar RE

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Professional Consulting Services Agreement between Williamson County, Texas and Brinegar Interests LLC D/B/A Brinegar Properties; and exemption of those services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Prof Real Estate Consulting Agreement - Brinegar Properties

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 10:53 AM
Form Started By: Hal Hawes		Started On: 07/17/2025 10:41 AM
Final Approval Date: 07/17/2025		

Docusign Envelope ID: 40E97B27-027C-40D8-BB76-9B1DE015D5E9

REAL ESTATE PROFESSIONAL CONSULTING SERVICES AGREEMENT

Effective Date:	As of the date of the last party's execution below.
Williamson County:	Williamson County, Texas 710 South Main Street, Suite 101 Georgetown, Texas 78626
Broker:	Brinegar Interests LLC D/B/A Brinegar Properties 401 W Anderson Avenue Round Rock, Texas 78664

This Real Estate Professional Consulting Services Agreement ("Agreement") is made by and between Williamson County and Broker.

WHEREAS, Williamson County desires to engage the services of Broker, as an independent Broker and not as an employee, according to the terms and conditions provided in this Agreement; and

WHEREAS, Broker desires to render services for Williamson County on the terms and conditions provided in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained in this contract, Williamson County and Broker (individually a "Party" and collectively the "Parties") hereby agree as follows:

1. **TERM.** This Agreement will begin on the Effective Date and expire one (1) year thereafter ("Term"). The Agreement shall automatically renew for up to two (2) additional one (1) year terms unless either Party terminates this Agreement by providing at least thirty (30) days' written notice to the other during any term. In the event of such termination, it is understood and agreed that only the amounts due to Broker for services provided and authorized expenses incurred to and including the date of termination, will be due and payable.

2. **SERVICES.** Williamson County requires Broker's assistance and consultation in (a) identifying and purchasing real property for Williamson County; and (b) for valuation, marketing, and sale of various existing Williamson County real property located throughout the County (collectively the "Real Property"). Broker agrees to perform services for Williamson County, with such "Services" including negotiating, researching, evaluating, consulting, and reporting as required in relation to the Real Property, but shall not include expert witness preparation and testimony of a designated expert (as "Expert" is defined in Section 5 below), and shall be performed pursuant to industry standards. The Services shall also include regular meetings with the Williamson County Judge and Commissioners at mutually agreeable times and places and communications with the appropriate Williamson County personnel and representatives.

3. **WILLIAMSON COUNTY ACCESS.** Broker agrees to abide by the policies applicable to Williamson County employees and independent contractors while on any

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Williamson County premises. Broker shall comply with all laws and shall possess and maintain all licenses, permits, and qualifications required by law to perform the contracted Services.

4. **FEES & INVOICES.**

A. Williamson County will reimburse Broker for Broker's reasonable actual expenses, fees, and costs that Broker incurs in performing Services benefitting Williamson County under this Agreement, but only to the extent that (i) such expenses are authorized, in advance, by Williamson County; (ii) documentation of such expenses is provided to Williamson County within sixty (60) days of the expense being incurred, and (iii) such expenses comply with the Williamson County business expense reimbursement standards, as modified from time to time.

B. Either during the term of this Agreement or for a period of twelve (12) months after the termination of this Agreement, for any property **sold** by Williamson County for which Broker participates in a real estate transaction for said property generating a real estate commission to Broker, Broker shall be entitled to a commission of four and one half percent (4.5%) of the sales price, from which Broker agrees to compensate any buyer's broker;.

C. Either during the term of this Agreement or for a period of twelve (12) months after the termination of this Agreement, for any property **purchased** by Williamson County for which Broker participates in a real estate transaction for said property generating a real estate commission to Broker, Broker shall look solely to the seller of such property for Broker's commission, and Williamson County shall not be obligated to pay a commission to Broker.

D. Any authorized expenses, fees, and costs will be invoiced by Broker to Williamson County, in a form acceptable to the Williamson County Auditor, on or before the first day of each month following the Effective Date. Williamson County shall review the invoices within thirty (30) days of receipt of an invoice and approve them with such modifications, if any, as it deems appropriate. Williamson County shall pay each invoice within thirty (30) days after Williamson County's approval; subject however to the condition that (i) Williamson County accepts performance of the Services for the prior month; (ii) Broker has satisfied, and continues satisfying, all of its obligations, representations, warranties, and covenants under this Agreement; and (iii) Broker has provided adequate documentation of the expenses and other charges set forth in the invoice, as described in this Section 4.

5. **RELATIONSHIP OF PARTIES.** Broker is and shall remain at all times an independent Broker, and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Broker warrants that all individuals who perform Services on behalf of Broker under this Agreement are employees of Broker who may legally work in the United States and for whom Broker is solely responsible and pays required federal, state, and local tax withholdings (including Social Security, unemployment, and Medicare), workers' compensation insurance, and employment benefits ("Broker Employees"). If Broker desires to use independent brokers to perform any Services, Broker must identify the

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independent brokers and obtain prior written consent from Williamson County before such independent brokers may perform Services.

6. **WILLIAMSON COUNTY LIABILITY.** WILLIAMSON COUNTY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND. WILLIAMSON COUNTY'S AGGREGATE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO BROKER FOR SERVICES UNDER THIS AGREEMENT.

7. **CONFIDENTIALITY.**

A. Disclosing Party. For the purposes of this Agreement, Williamson County will be disclosing Confidential Information, as defined in Section 7(b) below, to Broker. Broker acknowledges that the existence of this Agreement and its terms are considered Williamson County Confidential Information, and Broker will not publicly release information about its relationship with Williamson County and/or this Agreement (via activities such as news releases, articles, brochures, advertisements, web pages, prepared speeches, or otherwise) without Williamson County's prior written consent.

B. Confidential Information. "Confidential Information" shall mean all information, technical data, or know-how which relates to the services of Williamson County, including, without limitation, any research, products, services, developments, processes, techniques, designs, technical, engineering, distribution, marketing, financial modeling, and demographics information, which is disclosed to Broker within the scope of Broker's Services, directly or indirectly, in writing, orally or by drawings or inspection. Confidential Information does not include information, technical data or know-how which:

I. is already published or available to the public, or subsequently becomes available, other than by a breach of this Agreement;

II. is received from a third party not to Broker's knowledge in breach of any obligation of confidentiality;

III. is independently developed by personnel or agents of Broker without reliance on the Confidential Information;

IV. is proven by written evidence to be known to Broker at the time of disclosure; or

V. is produced by Broker in compliance with an order, rule or law of any federal, state, local or municipal body having jurisdiction over a party, provided that Broker gives Williamson County notice, to the extent reasonably possible, of such order, rule or law and gives Williamson County an opportunity to defend and/or attempt to limit such production.

C. Precautions Taken to Protect Confidential Information. Broker agrees not to disclose or use the Confidential Information for any purpose other than purposes under this Agreement. Broker shall take reasonable actions and precautions to prevent unauthorized disclosure and use of Confidential Information. Confidential Information and all copies thereof shall remain the property of Williamson County. Confidential Information, shall,

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upon request of Williamson County or immediately upon termination of this Agreement, be promptly returned by Broker to Williamson County, accompanied by all copies of such documentation made by Broker, provided that Broker may keep one copy of this Agreement. Broker agrees to immediately notify Williamson County upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate in any reasonable way to help Williamson County regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

D. Remedies. Broker acknowledges and agrees that breach of this Section 7, or any promise or covenant contained herein, by it may result in irreparable and continuing damage to Williamson County, for which there would be no adequate remedy at law, and that, in the event of such breach, Williamson County may be entitled to injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.

E. Survival of Confidentiality. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

8. **CONFLICT OF INTEREST; BUSINESS ETHICS.** Broker shall disclose to Williamson County in writing if Broker represents any other party involved in transaction with Williamson County or if Broker has any financial interest in any property in which Williamson County has an interest in purchasing. If the event of such a conflict, Williamson County shall have the right to request a different Broker represent Williamson County in such a transaction, or Willaimson County may allow Broker to continue its representation subject to the ethical obligations of an intermediary broker.

9. **DELIVERABLES.** For any information or other deliverables requested by and/or delivered to Williamson County in connection with Services pursuant to this Agreement ("Deliverables"), Broker does hereby, without reservation, irrevocably sell, assign, grant, transfer and convey to Williamson County, its successors and assigns, Broker's entire right, title and interest (past, present, future, and throughout the world) in and to such Deliverables.

10. **WARRANTY.** Broker warrants that it will perform all Services performed in connection with this Agreement with due diligence and in full compliance with the highest professional standards of practice in the industry. Broker shall perform Services in compliance with all laws, and, if any licenses or permits are required for Broker to perform the Services, Broker warrants that it shall maintain such licenses or permits.

11. **INDEMNIFICATION.** BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LIABILITIES, ASSESSMENTS, PENALTIES, LOSSES, DEMANDS, DAMAGES, COSTS (INCLUDING COURT COSTS), ATTORNEYS' FEES, EXPENSES, OR INTEREST PAYMENTS THAT WILLIAMSON COUNTY MAY AT ANY TIME INCUR BY REASON OF ANY DEMAND, PROCEEDING, ACTION, SUIT OR CLAIM BROUGHT AGAINST WILLIAMSON COUNTY BY ANY NON-PARTY OR ANY INDIVIDUAL ARISING FROM OR RELATING TO AN ACTUAL OR ALLEGED: (A) FAILURE BY BROKER TO SATISFY ANY ONE OR MORE OBLIGATIONS, REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER

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THIS AGREEMENT, (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BROKER, OR ANY ONE OR MORE OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, BROKERS, LICENSEES OR AGENTS, INCLUDING BUT NOT LIMITED TO ANY INDIVIDUAL, (C) CLAIM THAT ANY SOFTWARE OR DELIVERABLE PROVIDED BY BROKER INFRINGES ANY UNITED STATES PATENT, TRADEMARK OR COPYRIGHT OR IS CLAIMED TO BE A MISAPPROPRIATION OF A TRADE SECRET, OR (D) CLAIMS AND LIABILITY FOR ANY FEDERAL, STATE AND LOCAL TAXES, WORKERS' COMPENSATION, EMPLOYMENT BENEFITS, UNEMPLOYMENT COMPENSATION AND ANY OTHER EMPLOYMENT-RELATED OR OTHER CLAIMS BY, FOR, OR ON BEHALF OF ALL INDIVIDUALS PERFORMING SERVICES ON BEHALF OF BROKER UNDER ITS AGREEMENT. Williamson County shall promptly notify Broker of any such claim. Broker shall: (a) have the obligation to undertake the defense of such claim, process or other legal proceeding by representatives of its choosing, reasonably satisfactory to Williamson County, at Broker's expense; provided, however, that Williamson County may participate in the defense with counsel of its own choosing and at its own expense, and (b) pay any final judgment entered against Williamson County or any settlement agreement agreed to in writing by Broker on such issue in any such suit or proceeding. In the event Broker fails to defend such claim in good faith and diligently, Williamson County shall have the right to undertake the defense, compromise, or settlement or such claim on behalf of and for the account and risk of Broker and at Broker's expense.

12. **AUDIT.** Broker shall keep accurate and complete accounting records in support of all cost billings to Williamson County, including billings related to the Services, in accordance with generally accepted accounting principles and practices consistently applied. Williamson County and its audit representatives shall have the right at any reasonable time or times to examine, audit, and reproduce the records, vouchers, and their source documents that serve as the basis for compensation, other than compensation that is fixed in amount by this Agreement. Such documents shall be available for examination, audit, and reproduction by Williamson County and its representatives for three (3) years after completion of Broker's Services or earlier termination of this Agreement.

13. **ASSIGNMENT.** Broker shall not, without the prior written consent of Williamson County, assign, subcontract or transfer any obligation under this Agreement; however, Williamson County may assign this Agreement, without Broker's consent, to any non-party.

14. **GOVERNING LAW.** This Agreement shall be deemed entered into in Texas and shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. With respect to any legal proceeding related to this Agreement, the parties hereby irrevocably agree to non-exclusive personal jurisdiction and venue of any state court within Williamson County, Texas.

15. **TAXES.** Broker is solely responsible for all taxes (federal, state, local) and other similar statutory obligations arising from, relating to, or in connection with any payment made to Broker by Williamson County, except for state or local sales taxes which must be included on Broker's invoices to Williamson County. BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS TO THE EXTENT

OF ANY OBLIGATION IMPOSED BY LAW ON WILLIAMSON COUNTY TO PAY ANY SUCH TAX.

16. **AMENDMENT.** This Agreement may only be amended by a writing signed by both Parties.

17. **SAFETY.** Broker shall take all necessary safety precautions and provide all necessary protection from damage, injury, or loss in performance of the Services.

18. **LEGAL CONSTRUCTION.** In the event that any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

19. **NOTICES.** Any notice related to this Agreement shall be in writing and delivered to the persons at the addresses below.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

21. **ELECTRONIC SIGNATURES.** This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature(s) shall have the same force and effect as an original agreement with inked original signatures. Once signed, any copy of this Agreement made by reliable means (e.g. photocopy, scan, facsimile) is considered an original.

Broker: Brinegar Interests LLC D/B/A Brinegar Properties	Williamson County, Texas
By: Brentley Brinegar	By: _____
Name: Brentley Brinegar DocuSigned by: 1CFC35EFC67F449...	Name: _____
Title: Broker/Owner	Title: As Presiding Officer of the Williamson County Commissioners Court
Date: July 17, 2025	Date: _____, 20___

Commissioners Court - Regular Session **53.**

Meeting Date: 07/22/2025

Award of RFP #25RFP31 As Needed Temporary Labor Services Primary Master Service Agreement to Openwork, LLC for Williamson County

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 #25RFP31 Temporary Labor Services Primary Master Service Agreement to the best proposer, Openwork, LLC. for Williamson County.

Background

The Purchasing Department solicited sealed bids under RFP #25RFP31 As Needed Temporary Labor for Williamson County. There were over eight hundred fifty (850) invitations sent out, one hundred thirteen (113) document takers and twenty-five (25) submissions were received. The evaluation team recommends awarding #25RFP31 to Openwork, LLC as the primary contract. OpenWork's contract is on file with the Purchasing Department per an AG ruling regarding withholding of information pursuant to the Texas Public Information Act. Therefore, the MSA with Openwork is not attached. Primary – OpenWork: If the primary supplier is unable to fulfill an order, the end user has the option to cancel that order and place the order with the back-up supplier. The term of the award is an initial three-year (3) period with two (2) optional one-year (1) renewals. The funding source is as needed, per department, per budget. Origination #2132. The department point of contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter of Recommendation

Scoring Summary

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 10:03 AM
Form Started By: Barbi Hageman		Started On: 06/26/2025 03:45 PM
Final Approval Date: 07/17/2025		

Purchasing Department
Williamson County
100 Wilco Way, Georgetown, TX 78626
512.943.1620
Purchasing.support@wilcotx.gov

Date: May 29, 2025

The scoring committee recommends Openwork as an outstanding partner for Wilco's temporary labor service needs. The firm demonstrated exceptional preparedness, addressing all interview questions with a clear understanding of our scope and requirements.

Their diverse and well-rounded candidate pool, robust database, and ability to promptly fill orders supported by both online and in-person interfaces, makes them an excellent fit. With a long-standing local presence, extensive public sector experience, and experienced recruiters.

Sincerely,
Barbi Hageman
Sr. Purchasing Specialist
Williamson County

Scoring Summary

Active Submissions

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
Infostride Inc.	91.43 pts	20 pts	40 pts	10 pts	21.43 pts
22nd Century Technologies, Inc.	85.66 pts	20 pts	39 pts	10 pts	16.66 pts
Openwork, LLC	85.25 pts	20 pts	40 pts	10 pts	15.25 pts
UpSela	84.33 pts	15 pts	30 pts	9.333 pts	30 pts
Staffactory LLC.	80 pts	18.33 pts	36.67 pts	10 pts	15 pts
CathyJon Enterprises, Inc., DBA HB Staffing	79.31 pts	20 pts	38.33 pts	10 pts	10.97 pts

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
Octagon Staffing, LLC	74.05 pts	18.33 pts	35 pts	10 pts	10.71 pts
Smith Temporaries Inc dba: CornerStone Staffing	68.83 pts	16.67 pts	30 pts	10 pts	12.16 pts
ChaseSource,LP	65.58 pts	17.67 pts	26.67 pts	10 pts	11.25 pts
TruBlu HR Solutions	65.51 pts	16 pts	28.33 pts	9.333 pts	11.84 pts
All-N-One Services, LLC	65.17 pts	18.33 pts	25 pts	10 pts	11.84 pts
HJ Staffing	64 pts	15.67 pts	28.33 pts	10 pts	10 pts
A-1 Personnel of Houston, Inc.	62.67 pts	14.33 pts	21.67 pts	9.333 pts	17.34 pts

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
Prisa Consulting Services LLC	62.57 pts	12.33 pts	21.67 pts	9 pts	19.57 pts
Hart Employment Services	56.25 pts	13.33 pts	23.33 pts	8.333 pts	11.25 pts
The A List Staffing	55.59 pts	14.33 pts	25 pts	9.333 pts	6.92 pts
Tellus Solutions Inc	54.33 pts	12.67 pts	16.67 pts	10 pts	15 pts
Noor Staffing Group, LLC	49.34 pts	9 pts	13.33 pts	10 pts	17.01 pts
RADgov, Inc	48.51 pts	10.67 pts	16.67 pts	9.333 pts	11.84 pts
Coil Digital Consulting	44.49 pts	11.67 pts	16.67 pts	7.667 pts	8.49 pts
Pacer Staffing LLC	42.9 pts	5 pts	8.333 pts	10 pts	19.57 pts

	Total	Qualifications/Experience	Meets County Need	References	Pricing
Supplier	**/ 100 pts**	**/ 20 pts**	**/ 40 pts**	**/ 10 pts**	**/ 30 pts**
www.fidelitypartners.org	36.67 pts	10 pts	16.67 pts	10 pts	0 pts
3T Envisage Consultancy LLC	30.33 pts	8.333 pts	15 pts	7 pts	0 pts
HireQuest Direct	14.33 pts	3.667 pts	3.667 pts	7 pts	0 pts
Coastal Bend Employment, LLC.	0.33333 pts	0.33333 pts	0 pts	0 pts	0 pts

OpenWork narrative for scoring matrix: Exceptional and superior qualifications to provide Wilco's complete scope of work. Firm was prepared for the presentation and had addressed all of the interview questions in advance. Knowledge base and network for Wilco's needs is an excellent match with established database of all types of labor. Firm offers well-rounded pool of candidates and does not focus on one type of labor. Firm has manpower to fill temp labor orders promptly. Long standing local presence, many like-type public sector clients, deep experience filling similar job placements in the region. Established office in Austin.

Infostride narrative for scoring matrix: Acceptable qualifications to provide Wilco's complete scope of work. Firm was prepared for the presentation and had addressed all interview questions in advance. Firm has Texas clients, with several hundred pre-vetted candidates in the Wilco area but not long-standing regional presence. HQ in California. Online order interface available or in person POC available.

22nd Century Technology narrative for scoring matrix: Adequate qualifications for Wilco scope of work. Satellite office in San Antonio. POC in Colorado. HQ in Virginia. Founded 1997. Primary category is IT temp labor. Firm works to customize a solution for each project as each request is submitted. Can provide event staffing. Customer service and recruiting staff has 7 and 9 year tenure.

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:
2025-1317067

Date Filed:
05/29/2025

Date Acknowledged:
05/29/2025

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

Openwork LLC
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.

25RFP33
As-Needed Temporary Labor for Williamson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santrach, Stephen	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)

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.

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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.
25RFP33
As-Needed Temporary Labor for Williamson County

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Santrach, Stephen	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] (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 29th day of May (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **54.**

Meeting Date: 07/22/2025

Award of RFP #25RFP40 to Tri-Point Refrigeration, Inc. for Refrigeration Appliance Repairs and Maintenance Services for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP#25RFP40 to Tri-Point Refrigeration, Inc. for as needed Refrigeration Appliance Repairs and Maintenance Services for Facilities, in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00), and authorize execution of this Master Service Agreement.

Background

Williamson County sent out Forty-Eight (48) notifications with Twenty-One (21) document takers and One (1) submittal. The responses were evaluated and the top-rated vendor, Tri-Point Refrigeration Inc., submitted a Best and Final Offer (BAFO) and a contract was negotiated. It is recommended that Williamson County award this Master Service Agreement to Tri-Point Refrigeration, Inc. for as-needed services. The funding source is 01.0100.0509.004510, the Origination Number is #2336, and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

25RFP40 Evaluation Score Sheet

25RFP40 Recommendation Letter

1295 Form Tri-Point Refrigeration Inc

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/16/2025 04:05 PM
Form Started By: Vickie Johnson		Started On: 07/03/2025 12:46 PM
Final Approval Date: 07/16/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH TRI-POINT REFRIGERATION, 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 **Tri-Point Refrigeration, 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 refrigeration appliance repair services and maintenance on an as needed basis for various appliances managed by the County's Facilities Management Department 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 Agreement shall be in full force and effect from the date of the last party's execution below and shall continue through September 30, 2027. 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 up to four (4) additional one-year terms 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 **Pricing Sheet attached as Exhibit "A,"**. The not-to-exceed amount under this Agreement 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 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@wilcotx.gov 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
Tri-Point Refrigeration, Inc.
118 Iron Rd., Suite 100
Hutto, TX 78634

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 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: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). 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;
C. County's Request for Proposal #25RFP40 (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) Agreement, its exhibits and amendments (if any); (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___

TRI-POINT REFRIGERATION, INC.:

Authorized Signature

Nathan Pruett
Printed Name

Dated: July 9, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 10 2025 Time: 3:04 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 10 2025 Time: 8:38 am

Exhibit "A"
PRICING SHEET

Pricing Sheet

Service Provider Legal Entity Name:

This attachment shall be completed and returned with the applicant response. Failure to return this completed attachment will result in the disqualification of the response.

Service Provider shall submit a Compensation and Fee Schedule with a full list of all personnel titles and the hourly billing rate for each discipline which shall be incorporated into its award contract.
Rates shall remain firm throughout the term of this award contract purchase agreement. This compensation and fee scheduled shall be used to establish fixed prices for services by purchase order.

After award and as individual projects are identified, awarded Service Provider will be requested to submit a fee proposal detailing the total fee for providing the Services for the specific project expressed as a "not to exceed" amount, the number of hours (by specialty in accordance with the approved fee schedule), and the total anticipated amount for reimbursable expenses. Service Provider shall be responsible for all expenses associated with the work identified in the purchase order. (Labor, equipment, materials, travel, etc.). Final work order proposal, including all expenses for each individual work orders will be negotiated and approved at time of award of each work order and shall become a "fixed price" work order.

Personnel Level	Hourly Rate
1. Labor Rates – Regular Hours (6:00 am – 6:00 pm)	
a. Apprentice/Helper	$
b. Journeyman Technician	$
c. Master Technician	$
d. Project Foreman or Superintendent	$
2. Labor Rates – After Regular Hours (6:01 pm – 5:59 am)	
a. Apprentice/Helper	$
b. Journeyman Technician	$
c. Master Technician	$
d. Project Foreman or Superintendent	$
3. Subcontractors	
a. Regular Hours (6:00 am – 6:00 pm)	$
b. After Regular Hours (6:01 pm – 5:59 am)	$
c. Weekends or County approved Holidays	$
4. **Emergency Response during Regular Hours**	
a. Apprentice/Helper	$
b. Journeyman Technician	$
c. Master Technician	$
d. Project Foreman or Superintendent	$
5. Emergency Response on After Regular Hours / Weekends or Approved Holidays	
a. Apprentice/Helper	$
b. Journeyman Technician	$
c. Master Technician	$
d. Project Foreman or Superintendent	$

Emergency Contact Personnel:	
Business Hours Phone Number:	
After Hours/Emergency Phone Number:	
Email Address:	

RENTAL EQUIPMENT RATES – As Needed***

Equipment	Weekly	Monthly
120V – plug in walk-in Freezer	$	$
120V – plug in walk-in Cooler	$	$
208-277V – plug in walk-in Freezer	$	$
208-277V – plug in walk-in Cooler	$	$
8x12 Standalone/Generator walk-in Freezer	$	$
8x12 Standalone/Generator walk-in Cooler	$	$

Materials - Remedial Repairs
Materials not covered under scheduled service:
* Service Provider may invoice for parts and materials on a cost-plus basis. The Service Provider may invoice at _____% markup.
** Service Provider may invoice for equipment rental on a cost-plus basis. The Service Provider may invoice at ____% 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 Service Prodiver any documentation that reflects price for verification purposes.
Cost is defined as sales receipt or invoiced amount from supplier or subcontractor. County reserves the right to require receipts, invoices or other backup documentation to verify pricing and Service Provider invoice.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Williamson County 25RFP40 - Refrigeration Appliance Repairs and Maintenance Services, as needed for Williamson County, Texas

Evaluation Date Wednesday, May 14, 2025 @2:30 pm

Evaluation Criteria	Max Points		Tri-Point Refrigeration
Proposal Requirements and Completeness of Proposal •Attachment D-Table of Contents, •Attachment J- Form CIQ-Conflict of Interest Questionnaire, •Attachment K-Proposal Affidavit (Signature), •Attachment L-Sample Contract, •Attachment M-FEMA Addendum to mean FEMA Required Contract Provisions	**P/F**		Pass
Relevent Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	**35**		35
Price •Attachment F-Pricing Sheet	**30**		30
Proposed Methodology •Attachment N-Proposed Methodology	**15**		15
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	**10**		10
Quality and Safety Program •Attachment O-Quality and Safety	**5**		5
Value Added Services •Attachment P-Added Services	**5**		5
Total	**100**		**100**



Williamson County Facilities
3101 SE Inner Loop
Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilcotx.gov

May 30, 2025

Williamson County Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFP40-Refrigeration Repair and Services, as needed
Recommendation of Agreement Award

The recommendation from the RFP Evaluation Committee is to award the Refrigeration Repair and Services, as needed for Williamson County contract to Tri-Point Refrigeration, Inc. This evaluation is based on all items outlined in the evaluation criteria in 25RFP40. Proposal pricing is within budget for these services.

Tri-Point Refrigeration, Inc. has a local office in Hutto, Texas, and has been a trusted provider of commercial HVAC and refrigeration services for over 25 years. Tri-Point specializes in the installation, maintenance, and repair of all ice machines, commercial refrigeration, and commercial kitchen equipment. Tri-Point has worked with school districts, governmental entities, and private-sector clients. Tri-Point's team includes experienced, EPA-certified technicians trained to handle a wide range of heating, cooling, and refrigeration systems, ensuring compliance and quality across all projects. Technicians are licensed by the Texas Department Licensing and Regulation. Tri-Point is a Factory Service Representative for most major brands such as Manitowoc Ice, Hoshizoki Ice, Kolpak, and Heatcraft Worldwide Refrigeration. Tri-Point Refrigeration offers 24 hours/7 days service and has built its reputation on reliability, technical expertise, and a commitment to customer satisfaction, consistently delivering solutions tailored to the unique needs of each facility.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract based on the committee's evaluation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

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:
2025-1327756

Date Filed:
06/23/2025

Date Acknowledged:

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

Tri-Point Refrigeration, Inc.
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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.

25RFP40
Refrigeration Appliance Repairs and Maintenance Services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Nathan Prueitt, 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 Lubbock County, State of Texas, on the 23 day of June (month), 20 25 (year).

Nathan Prueitt

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:
2025-1327756

Date Filed:
06/23/2025

Date Acknowledged:
07/03/2025

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

Tri-Point Refrigeration, Inc.
Hutto, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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.

25RFP40
Refrigeration Appliance Repairs and Maintenance Services.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **55.**

Meeting Date: 07/22/2025

Approval of Purchase #2025301 for Cisco Flex Annual Maintenance from NETSYNC for Information 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 Purchase #2025301 between Williamson County and NETSYNC for Cisco Flex Enterprise Maintenance in the total amount of $102,998.40 per year for four (4) years pursuant to DIR contract #DIR-CPO-5347.

Background

The approval of this purchase will benefit Williamson County Operations with the Cisco Flex Enterprise yearly maintenance of the phone system and Webex. Contract Audit and General Council have approved the purchase. Origination #3105. The funding source is 01.0100.0503.004500 as per the FY25 budget. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:00 AM
Form Started By: Barbi Hageman		Started On: 07/11/2025 08:32 AM
Final Approval Date: 07/17/2025		

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

[redacted]

Quote #:	[redacted]
Date:	07/02/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Williamson County rory.tierney@wilcotx.gov 512-943-1457	Amy MartinezNagy Amartineznagy@netsync.com (m) 9563760935	David D Tijerina dtijerina@netsync.com 512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	411,993.60
	Default Group (06/30/2025-06/29/2029)				
1.0	A-FLEX-3	Collaboration Flex Plan 3.0	1	0.00	0.00
1.1.0	A-SW-EXPWY-15X-K9	Expressway Version 15 Restricted Software	1	0.00	0.00
1.2.0	A-AUD-TOLLDIALIN	Meetings Toll Dial-In Audio (1)	145	0.00	0.00
1.3.0	A-FLEX-P-ACC	Access Smart License (1)	290	0.00	0.00
1.4.0	A-FLEX-SW-15-K9	On-Premises SW Bundle v15	1	0.00	0.00
1.5.0	A-AUD-VOIP	Included VoIP (1)	1	0.00	0.00
1.6.0	A-FLEX-SRST-E	SRST Endpoints (1)	2900	0.00	0.00
1.7.0	A-FLEX-P-EA	On-Premises Smart License - EA (1)	1740	0.00	0.00
1.8.0	A-FLEX-P-UCXN	Unity Connection Smart License (1)	1740	0.00	0.00
1.9.0	A-FLEX-NBR-STG	Webex Cloud Recording Storage Entitlement	725	0.00	0.00
1.10.0	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	3202	0.00	0.00
1.11.0	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	3202	0.00	0.00
1.12.0	A-FLEX-P-ER	Emergency Responder Smart License (1)	4350	0.00	0.00
1.13.0	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	1605	0.00	0.00
1.14.0	A-FLEX-MSG-ENT	Messaging Entitlement	3202	0.00	0.00
1.15.0	A-FLEX-FILESTG-ENT	File Storage Entitlement	69840	0.00	0.00
1.16.0	A-FLEX-MSUITE-ENT	Cloud Meetings Entitlement	1450	0.00	0.00
1.17.0	A-FLEX-EAPL	EntW On-Premises Calling Unit Price: 4.76 Each per Month Duration: 4 Years, Billing Frequency: Yearly	1450	228.48	331,296.00
1.18.0	A-FLEX-EXP-RMS-S	Expressway Rich Media Session included with Flex (1)	290	0.00	0.00
1.19.0	A-FLEX-AUM	AU Meetings (1) Unit Price: 11.14 Each per Month Duration: 4 Years, Billing Frequency: Yearly	145	534.72	77,534.40
1.20.0	A-FLEX-SME-S	Session Manager	1	0.00	0.00
1.21.0	A-FLEX-P-CA	Common Area Smart License (1)	725	0.00	0.00
1.22.0	A-AUD-EDGEAUD-USER	Webex Edge Audio (1)	145	0.00	0.00
1.23.0	A-FLEX-CCUCS-EA	Cloud Connected UC EA Standard ENT	1740	0.00	0.00
1.25.0	A-FLEX-EACL	EntW Webex Calling Unit Price: 6.59 Each per Month Duration: 4 Years, Billing Frequency: Yearly	10	316.32	3,163.20
1.26.0	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	5	0.00	0.00
1.27.0	A-FLEX-C-PRO	Webex Calling Entitlement	12	0.00	0.00
1.28.0	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	10	0.00	0.00
1.29.0	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	5	0.00	0.00

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

[redacted]

Quote #:	[redacted]
Date:	07/02/2025
Valid for:	30 Days

[redacted]

Year 1: $102,998.40
Year 2: $102,998.40
Year 3: $102,998.40
Year 4: $102,998.40
Total Cost: $411,993.60

Notes: [redacted]

A-FLEX-3 P2P Transfer v2

Cisco Systems TX | DIR-CPO-5347

Annual Total	102,998.40
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**102,998.40**

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:
2025-1335473

Date Filed:
07/11/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Netsync Network Solutions
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County

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.
2025301
Netsync Q-AAAQ464924-03 Cisco Flex Plan 3.0 Yr 1 of 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Abunaja, Khalid	Houston, TX United States	X	
Gonzales, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (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 Austin County, State of Texas, on the 11th day of July (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:
2025-1335473

Date Filed:
07/11/2025

Date Acknowledged:
07/14/2025

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

Netsync Network Solutions
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

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.

2025301
Netsync Q-AAAQ464924-03 Cisco Flex Plan 3.0 Yr 1 of 4

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Abunaja, Khalid	Houston, TX United States	X	
Gonzales, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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 **56.**

Meeting Date: 07/22/2025

Approval of Renewal #2 Contract 22RFP106 Integrated Pest Management Services with Pest Management, Inc. (Hill County Pest Control) for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the extension of Contract #22RFP106 for Integrated Pest Management Services with Pest Management, Inc. (Hill County Pest Control), for the same terms and conditions as the existing contract, except for incorporation of the amended Pest Management Compensation Fees and updated County facility locations.

Background

This is the second renewal and includes a price adjustment that remains within the 25 percent threshold allowed under the county procurement policy. All other terms and conditions of the original contract will remain unchanged for the renewal period, which runs from October 1, 2025, through September 30, 2026. The Facilities Management Department confirmed the vendor met all the County requirements for this contract and requested renewal. Funding Source: 01.0100.0509.003319. Point of Contact: Christi Stromberg and Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

TEC 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 08:59 AM
Form Started By: Theresa Gross		Started On: 07/09/2025 02:03 PM
Final Approval Date: 07/17/2025		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract
Price Amendment

Contract Number:	**22RFP106**	**Department:**	**FACILITIES MANAGEMENT**
Vendor Name:	**INTEGRATED PEST MANAGEMENT, INC (HILL COUNTRY PEST CONTROL)**		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #2 FOR INTEGRATED PEST MANAGEMENT SERVICES			
Type of Contract:	**RFP**	**Start Date:**	**10.1.2025**
Purchasing Contact:	**THERESA GROSS**	**End Date:**	**9.30.2026**
Department Contact:	**CHRISTI STROMBERG AND SHANTIL MOORE**		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) but with the same 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 4
Renewal Option Period 3
Renewal Option Period 2 10.1.2025 – 9.30.2026
Renewal Option Period 1 10.1.2024 – 9.30.2025
Initial Contract Period 10.1.2022 – 9.30.2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Pest Management, Inc

Name Tiffany DiCicco

Title VP

Signature

Date 7/8/25

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature

Date

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 09 2025 Time: 3:11 pm

Contract Scope of Work - Compensation & Fees

Respondent Name: Pest Management

Fiscal Year 26

#	Facility Name	Monthly cost	Biannual & Monthly Service Cost	Biannual Broadcast Treatment Service Cost
1000	Historical Courthouse	$ 97.00	$ 231.00	
1001	Williamson County Museum & Old Bank	$ 52.00	$ 127.00	
1003	Taylor Health Dept	$ 52.00	$ 128.00	
1005	Round Rock Annex - Bldg A	$ 86.00	$ 162.00	
1006	Round Rock Annex - Bldg B	$ 86.00	$ 162.00	
1007	516 Pine Street - OCU Dept	$ 52.00	$ 128.00	
1008	Sheriff Administration	$ 75.00	$ 151.00	
1008	Jail	$ 288.00	$ 685.00	
1008	Jail - Kitchen	$ 144.00		
1009	Criminal Justice Center	$ 173.00	$ 312.00	
1011	Lott Building	$ 75.00	$ 131.00	
1011	Portable Building - exterior only	$ 17.00		
1011	Portable Building - exterior only	$ 17.00		
1015	EMS Station Medic 42	$ 29.00	$ 99.00	
1017	517 Pine Street - OCU Dept	$ 52.00	$ 128.00	
1019	305 MLK	$ 29.00	$ 99.00	
1020	303 MLK	$ 35.00	$ 116.00	
1022	Historical Jail - exterior only	$ 75.00		
1024	Life Steps - vacant building	$ 29.00	$ 99.00	
1026	Central Maintenance Facility	$ 86.00	$ 127.00	$ 159.00
	Road & Bridge	$ 29.00	$ 40.00	
	Paint Shop	$ 29.00	$ 40.00	
	Sign Shop	$ 29.00	$ 40.00	
1029	Brown Santa Warehouse - exterior only	$ 63.00		
	Storage Building - IT Dept exterior only	$ 63.00		
1032	Cedar Park Annex	$ 109.00	$ 191.00	
1033	Taylor Annex	$ 98.00	$ 179.00	
1034	EMS Station Medic 41	$ 29.00	$ 99.00	
1042	Central Texas Treatment Center	$ 98.00	$ 179.00	
	Central Texas Treatment Center - Kitchen	$ 109.00		
1043	Inner Loop Annex	$ 144.00	$ 224.00	$ 318.00
1044	Sheriff's Office Eastside	$ 29.00	$ 87.00	
1045	Juvenile Justice Center	$ 155.00	$ 224.00	$ 1,060.00
	Juvenile Justice Center - Kitchen	$ 109.00		
1046	Parking Garage	$ 63.00	$ 179.00	
1047	Expo Center	$ 155.00	$ 277.00	
1048	JP Pct 4	$ 75.00	$ 162.00	
1050	Sheriff Gun Range	$ 17.00	$ 23.00	$ 530.00
	Sheriff Gun Range - Restrooms	$ 17.00	$ 23.00	
	Sheriff Gun Range Training bldg	na	na	
1051	Tax Office	$ 69.00	$ 133.00	
1062	Hutto Condos	$ 81.00	$ 168.00	
1063	Facilities Services	$ 81.00	$ 115.00	$ 318.00
	Facilities Services - Warehouse	$ 81.00	$ 115.00	
1064	Children's Advocacy Center	$ 81.00	$ 115.00	$ 53.00
	Children's Advocacy Center - Blgd # 2	$ 98.00	$ 127.00	
1066	Jester Annex	$ 81.00	$ 92.00	$ 318.00
1068	Blackland Heritage County Park - Caretaker House	$ 29.00	$ 99.00	
	Blackland Heritage County Park - Shop	$ 29.00	$ 99.00	
1071	Emergency Services Operations Center	$ 98.00	$ 127.00	$ 212.00
1072	Southwest Regional Parks - HQ	$ 46.00	$ 122.00	
1073	Williamson County Cities Health District	$ 98.00	$ 179.00	
1075	Sheriff Office Training Center	$ 98.00	$ 127.00	$ 371.00
1077	Wireless Communication / Radio Shop	$ 81.00	$ 115.00	$ 371.00
1078	EMS Training	$ 109.00	$ 138.00	$ 371.00
1079	Vehicle Inspection/Impound	$ 75.00	$ 109.00	$ 168.00
1080	Georgetown Annex	$ 63.00	$ 127.00	$ 212.00
1081	Libety Hill CSCD	$ 46.00	$ 122.00	
1082	Public Safety Bldg	$ 29.00	$ 46.00	$ 106.00
1083	Carquest	$ 98.00	$ 179.00	
1087	River Ranch Park - HQ	$ 29.00	$ 99.00	
	River Ranch Interp Center	$ 46.00	$ 122.00	
	River Ranch Park - Caretaker Home	$ 63.00	$ 139.00	
	River Ranch - Bath/Restroom	$ 33.00	$ 86.00	
	River Ranch - Bath House	$ 33.00	$ 86.00	
1084	Internal Audit	$ 29.00	$ 122.00	
1088	Berry Springs Park & Preserve - Caretaker Home	$ 75.00	$ 151.00	
	Berry Spring - Maintenance Shop	$ 46.00	$ 122.00	
	Berry Spring - Visitor Center	$ 46.00	$ 122.00	
	Berry Springs Shop	$ 29.00	$ 99.00	
1089	Southwest Regional Parks - Caretaker Home	$ 75.00	$ 151.00	
	Southwest Regional Parks - Shop	$ 46.00	$ 122.00	
1090	Bob Phillips	$ 81.00	$ 168.00	
1095	Lake Creek Annex	$ 155.00	$ 277.00	$ 1,060.00
N/A	Georgetown Headquarters	$ 155.00	$ 277.00	$ 530.00
1092	WC Regional Animal Shelter	$ 172.00	$ 316.00	$ 212.00
	Contract Totals	$ 5,553.00	$ 9,765.00	$ 6,369.00
		$ 55,530.00	$ 19,530.00	$ 12,738.00

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Annual FY26 = $ 87,798.00

#	Facility Name	Monthly cost	Biannual & Monthly Service Cost	Biannual Broadcast Treatment Service Cost	Monthly Week Schedule
1009	Criminal Justice Center	$ 173.00	$ 312.00		1st Tuesday
1090	Bob Phillips	$ 81.00	$ 168.00		1st Tuesday
1019	305 MLK	$ 29.00	$ 99.00		1st Tuesday
1020	303 MLK	$ 35.00	$ 116.00		1st Tuesday
1046	Parking Garage	$ 63.00	$ 179.00		1st Tuesday
1001	Williamson County Museum & Old Bank	$ 52.00	$ 127.00		1st Tuesday
1024	Life Steps	$ 29.00	$ 99.00		1st Tuesday
1017	517 Pine Street - OCU Dept	$ 52.00	$ 128.00		1st Tuesday
1007	516 Pine Street - OCU Dept	$ 52.00	$ 128.00		1st Tuesday
1011	Lott Building	$ 75.00	$ 131.00		1st Tuesday
	Portable Building - exterior only	$ 17.00			1st Tuesday
	Portable Building - exterior only	$ 17.00			1st Tuesday
1022	Historical Jail - exterior only	$ 75.00			1st Tuesday
1029	Warehouse - exterior only	$ 63.00			1st Tuesday
1029	Warehouse - building # 2 - IT dept - exterior only	$ 63.00			1st Tuesday
1043	Inner Loop Annex	$ 144.00	$ 224.00	$ 318.00	1st Thursday
1092	WC Regional Animal Shelter	$ 172.00	$ 316.00	$ 212.00	1st Thursday
1071	Emergency Services Operations Center	$ 98.00	$ 127.00	$ 212.00	1st Thursday
1080	Georgetown Annex	$ 63.00	$ 127.00	$ 212.00	1st Thursday
1064	Children's Advocacy Center	$ 81.00	$ 115.00	$ 53.00	1st Thursday
	Children's Advocacy Center - Bldg # 2	$ 98.00	$ 127.00		1st Thursday
1063	Facilities Services	$ 81.00	$ 115.00	$ 318.00	1st Thursday
	Facilities Services - Warehouse	$ 81.00	$ 115.00		1st Thursday
1026	Central Maintenance Facility	$ 86.00	$ 127.00	$ 159.00	1st Thursday
	Road & Bridge	$ 29.00	$ 40.00		1st Thursday
	Paint Shop	$ 29.00	$ 40.00		1st Thursday
	Sign Shop	$ 29.00	$ 40.00		1st Thursday
1079	Vehicle Inspection/Impound	$ 75.00	$ 109.00	$ 168.00	1st Thursday
1078	EMS Training	$ 109.00	$ 138.00	$ 371.00	1st Thursday
1077	Wireless Communication / Radio Shop	$ 81.00	$ 115.00	$ 371.00	1st Thursday
1000	Historical Courthouse	$ 97.00	$ 231.00		1st Thursday
1051	Georgetown Tax Office	$ 69.00	$ 133.00		1st Thursday
1084	Internal Audit	$ 29.00	$ 122.00		1st Thursday
1083	Carquest	$ 98.00	$ 179.00		1st Thursday
1088	Berry Springs Park & Preserve - Caretaker Home	$ 75.00	$ 151.00		1st Thursday
	Berry Springs - Maintenance Shop	$ 46.00	$ 122.00		1st Thursday
	Berry Springs - Visitor Center	$ 46.00	$ 122.00		1st Thursday
	Berry Springs Shop	$ 29.00	$ 99.00		1st Thursday
1068	Blackland Heritage County Park - Caretaker House	$ 29.00	$ 99.00		1st Thursday
	Blackland Heritage County Park - Shop	$ 29.00	$ 99.00		1st Thursday
1032	Cedar Park Annex	$ 109.00	$ 191.00		2nd Tuesday
1095	Lake Creek Annex	$ 155.00	$ 277.00	$ 1,060.00	2nd Tuesday
1087	River Ranch Park - HQ	$ 29.00	$ 99.00		2nd Tuesday
	River Ranch Interp Center	$ 46.00	$ 122.00		2nd Tuesday
	Bath House	$ 33.00	$ 86.00		2nd Tuesday
	Daily Use Bath/Restroom	$ 33.00	$ 86.00		2nd Tuesday
	River Ranch Park - Caretaker Home	$ 63.00	$ 139.00		2nd Tuesday
1081	Liberty Hill CSCD	$ 46.00	$ 122.00		2nd Tuesday
1072	Southwest Regional Parks - HQ	$ 46.00	$ 122.00		2nd Tuesday

1089	Southwest Regional Parks - Caretaker Home	$ 75.00	$ 151.00		2nd Tuesday
	Southwest Regional Parks - Shop	$ 46.00	$ 122.00		2nd Tuesday
1066	Jester Annex	$ 81.00	$ 92.00	$ 318.00	2nd Tuesday
1082	Public Safety Bldg	$ 29.00	$ 46.00	$ 106.00	2nd Tuesday
1073	Williamson County Cities Health District	$ 98.00	$ 179.00		2nd Tuesday
1005	Round Rock Annex - Bldg A	$ 86.00	$ 162.00		2nd Tuesday
1006	Round Rock Annex - Bldg B	$ 86.00	$ 162.00		2nd Tuesday
1033	Taylor Annex	$ 98.00	$ 179.00		2nd Thursday
1003	Taylor Health Dept	$ 52.00	$ 128.00		2nd Thursday
1048	JP Pct 4	$ 75.00	$ 162.00		2nd Thursday
1015	EMS Station Medic 42	$ 29.00	$ 99.00		2nd Thursday
1034	EMS Station Medic 41	$ 29.00	$ 99.00		2nd Thursday
1044	Sheriff's Office Eastside	$ 29.00	$ 87.00		2nd Thursday
1047	Expo Center	$ 155.00	$ 277.00		2nd Thursday
1075	Sheriff Office Training Center	$ 98.00	$ 127.00	$ 371.00	2nd Thursday
1050	Sheriff Gun Range - Range Master Bldg	$ 17.00	$ 23.00	$ 530.00	2nd Thursday
	Sheriff Gun Range - Restrooms	$ 17.00	$ 23.00		2nd Thursday
	Sheriff Gun Range Training bldg				2nd Thursday
1062	Hutto Condos	$ 81.00	$ 168.00		2nd Thursday
1008	Sheriff Administration	$ 75.00	$ 151.00		3rd Thursday
	Jail	$ 288.00	$ 685.00		3rd Thursday
	Jail - Kitchen	$ 144.00			3rd Thursday
1045	Juvenile Justice Center	$ 155.00	$ 224.00	$ 1,060.00	3rd Thursday
	Juvenile Justice Center - Kitchen	$ 109.00			3rd Thursday
1042	Central Texas Treatment Center	$ 98.00	$ 179.00		3rd Thursday
	Central Texas Treatment Center - Kitchen	$ 109.00			3rd Thursday

All Bldgs. Except AS & New	$ 5,226.00	$ 9,172.00	$ 5,627.00
Animal Shelter	**$ 172.00**	**$ 316.00**	**$ 212.00**
New Bldg. Georgetown HQ	$ 155.00	$ 277.00	$ 530.00
Contract Grand Total	**$ 5,553.00**	**$ 9,765.00**	**$ 6,369.00**

Animal Shelter Annual Cost	$ 1,720.00	$ 632.00	$ 424.00
Animal Shelter Grand Total	**$ 2,776.00**		

10/2025 - Interior & Exterior Treatment	October 2025 - Escort	October 2025 Starting Hour / ETA	November 2025 Exterior Treatment	December 2025 Exterior Treatment	January 2026 Exterior Treatment	February 2026 Exterior Treatment	March 2026 Exterior Treatment	April 2026 Interior & Exterior Treatment
10/7/2025	Ben @ 512-779-9983	6:00 AM	11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025			11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025			11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025			11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025			11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025	Nathan @ 661-992-1106		11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025			11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025			11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025			11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025	N/A		11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025	N/A		11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025	N/A		11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025	N/A		11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025	N/A		11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/7/2025	N/A		11/4/2025	12/2/2025	1/6/2026	2/3/2026	3/3/2026	4/7/2026
10/9/2025	Vinnie @ 512-690-3155 - he will assign 1 Wilco Facilities staff to escort for this work on the date the technician calls.	7:00 AM	11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025	Vinnie @ 512-690-3155 - he will assign 1 Wilco Facilities staff to escort for this work on the date the technician calls.	6:00 AM	11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025		7:00 AM	11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/9/2025			11/6/2025	12/4/2025	1/8/2025	2/5/2026	3/5/2026	4/9/2026
10/14/2025	Doug @ 512-695-	6:00 AM	11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
				12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025	Robert (Park Ranger) @ 512-766-5084	8:00 AM	11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025	Jess @ 512-248-3201		11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025	Keith (Park Mgmt)		11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026

10/14/2025	Keith (Park Mgmt) @ 512-943-1944		11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025	Vinnie @ 512-690-3155	7:00 AM	11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/14/2025			11/11/2025	12/9/2025	1/13/2026	2/10/2026	3/10/2026	4/14/2026
10/16/2025	Vinnie @ 512-690-3155	7:00 AM	11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/16/2025			11/13/2025	12/11/2025	1/15/2026	2/12/2026	3/12/2026	4/16/2026
10/23/2025	Ben @ 512-779-9983	6:00 AM	11/20/2025	12/18/2025	1/22/2026	2/19/2026	3/19/2026	4/23/2026
10/23/2025			11/20/2025	12/18/2025	1/22/2026	2/19/2026	3/19/2026	4/23/2026
10/23/2025			11/20/2025	12/18/2025	1/22/2026	2/19/2026	3/19/2026	4/23/2026
10/23/2025	Vinnie @ 512-690-3155		11/20/2025	12/18/2025	1/22/2026	2/19/2026	3/19/2026	4/23/2026
10/23/2025			11/20/2025	12/18/2025	1/22/2026	2/19/2026	3/19/2026	4/23/2026
10/23/2025	Ray (Center Director) @ 512-943-		11/20/2025	12/18/2025	1/22/2026	2/19/2026	3/19/2026	4/23/2026
10/23/2025			11/20/2025	12/18/2025	1/22/2026	2/19/2026	3/19/2026	4/23/2026

April 2026 - Escort	April 2026 Starting Hour / ETA	May 2026 Exterior Treatment	June 2026 Exterior Treatment	July 2026 Exterior Treatment	August 2026 Exterior Treatment	September 2026 Exterior Treatment
Ben @ 512-779-9983	6:00 AM	5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
Nathan @ 661-992-1106		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
Nathan @ 661-992-1106		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
N/A		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
N/A		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
N/A		5/5/2026	6/2/2026	7/7/2026	8/4/2026	9/1/2026
Vinnie @ 512-690-3155 - he will assign 1 Wilco Facilities staff to escort for this work on the date the technician calls.	7:00 AM	5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
Vinnie @ 512-690-3155 - he will assign 1 Wilco Facilities staff to escort for this work on the date the technician calls.	6:00 AM	5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
	7:00 AM	5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
Mark @ 512-966-5000		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
Jason @		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
		5/7/2026	6/4/2026	7/9/2026	8/6/2025	9/3/2026
Doug @ 512-695-5059	6:00 AM	5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
Robert (Park Ranger) @ 512-766-5084	8:00 AM	5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
Jess @ 512-248-		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
Park Mgmt @		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026

Park Mgmt @ 512-943-1944		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
Vinnie @ 512-690-3155	7:00 AM	5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
		5/12/2026	6/9/2026	7/14/2026	8/11/2026	9/8/2026
Vinnie @ 512-690-3155	7:00 AM	5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
		5/14/2026	6/11/2026	7/16/2026	8/13/2026	9/10/2026
Ben @ 512-779-9983	6:00 AM	5/21/2026	6/18/2026	7/23/2026	8/20/2026	9/17/2026
		5/21/2026	6/18/2026	7/23/2026	8/20/2026	9/17/2026
		5/21/2026	6/18/2026	7/23/2026	8/20/2026	9/17/2026
Vinnie @ 512-690-3155		5/21/2026	6/18/2026	7/23/2026	8/20/2026	9/17/2026
		5/21/2026	6/18/2026	7/23/2026	8/20/2026	9/17/2026
Ray (Center Director) @ 512-		5/21/2026	6/18/2026	7/23/2026	8/20/2026	9/17/2026
		5/21/2026	6/18/2026	7/23/2026	8/20/2026	9/17/2026

#	Facility Name	October 25 - Broadcast Treatment	April 26 - Broadcast Treatment	Biannual Broadcast Treatment Service Cost
1066	Jester Annex	27/10/2025	8/4/2026	$ 318.00
1082	Public Safety	27/10/2025	8/4/2026	$ 106.00
1043	Inner Loop Annex	27/10/2025	8/4/2026	$ 318.00
1075	Sheriff Office Training Center	27/10/2025	8/4/2026	$ 371.00
1050	Sheriff Gun Range	27/10/2025	8/4/2026	$ 530.00
	Sheriff Gun Range - Restrooms	27/10/2025	8/4/2026	
	Sheriff Gun Range Training bldg	27/10/2025	8/4/2026	
1063	Facilities Services	28/10/2025	10/4/2026	$ 318.00
	Facilities Services - Warehouse	28/10/2025	10/4/2026	
1026	Central Maintenance Facility	28/10/2025	10/4/2026	$ 159.00
	Road & Bridge	28/10/2025	10/4/2026	
	Paint Shop	28/10/2025	10/4/2026	
	Sign Shop	28/10/2025	10/4/2026	
1077	Wireless Communication / Radio Shop	28/10/2025	10/4/2026	$ 371.00
1078	EMS Training	28/10/2025	10/4/2026	$ 371.00
1079	Vehicle Inspection/Impound	28/10/2025	10/4/2026	$ 168.00
1092	Animal Shelter	28/10/2025	10/4/2026	$ 212.00
1080	Georgetown Annex	29/10/2025	10/4/2026	$ 212.00
1045	Juvenile Justice Center	29/10/2025	10/4/2026	$ 1,060.00
1064	Children's Advocacy Center	29/10/2025	10/4/2026	$ 53.00
	Children's Advocacy Center - Blgd # 2	29/10/2025	10/4/2026	
1071	Emergency Services Operations Center	29/10/2025	10/4/2026	$ 212.00
N/A	Georgetown Headquarters	29/10/2025	10/4/2026	$ 530.00
1095	Lake Creek Annex	30/10/2025	15/4/2026	$ 1,060.00
			Total	$ 6,157.00

WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22RFP106	**Department:**	FACILITIES MANAGEMENT
Vendor Name:	PEST MANAGEMENT INC (HILL COUNTRY PEST CONTROL)		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR INTEGRATED PEST MANAGEMENT SERVICES			
Type of Contract:	RFP	**Start Date:**	10/01/2024
Purchasing Contact:	KIM CHAPPIUS	**End Date:**	09/30/2025
Department Contact:	SHANTIL MOORE AND CHRISTI STROMBERG		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of four (4) one (1) year renewal option periods:**

Renewal Option Period 1	October 1, 2024 – September 30, 2025
Initial Contract Period	October 1, 2022 – September 30, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Hill Country Pest Control, Inc

Name Tiffany DiCicco

Title CEO

Signature [signature]

Date 5/22/24

Williamson County, 710 Main St., Georgetown, TX 78626

Bill Gravell, Jr

Williamson County Judge

Signature Bill Gravell Jr. Bill Gravell (Jun 5, 2024 14:57 CDT)

Date

22RFP106 INTEGRATED PEST MANAGEMENT SERVICES WITH PEST MANAGEMENT (HILL COUNTRY PEST CONTROL) RENEWAL #1

		Fiscal Year 22-24			Fiscal Year 25		
#	Facility Name	Monthly cost	Biannual & Monthly Service Cost	Biannual Broadcast Treatment Service Cost	Monthly cost	Biannual & Monthly Service Cost	Biannual Broadcast Treatment Service Cost
1000	Historical Courthouse	$84.50	$155.00		$84.50	$201.00	
1001	Williamson County Museum & Old Bank	$45.00	$65.00		$45.00	$111.00	
1002	Georgetown Health Dept	$45.00	$65.00		$45.00	$111.00	
1003	Taylor Health Dept	$45.00	$65.00		$45.00	$111.00	
1005	Round Rock Annex - Bldg A	$75.00	$95.00		$75.00	$141.00	
1006	Round Rock Annex - Bldg B	$75.00	$95.00		$75.00	$141.00	
1007	516 Pine Street	$45.00	$65.00		$45.00	$111.00	
1008	Sheriff Administration	$65.00	$85.00		$65.00	$131.00	
	Jail	$250.00	$550.00		$250.00	$596.00	
	Jail - Kitchen	$125.00			$125.00		
1009	Criminal Justice Center	$150.00	$225.00		$150.00	$271.00	
1011	Lott Building	$65.00	$95.00		$65.00	$141.00	
	Portable Building - exterior only	$15.00			$15.00		
	Portable Building - exterior only	$15.00			$15.00		
1012	Health Dept Education - exterior only	$85.00			$85.00		
1015	EMS Station Medic 42	$25.00	$40.00		$25.00	$86.00	
1017	Game Warden - exterior only	$15.00			$15.00		
1019	305 MLK	$25.00	$40.00		$25.00	$86.00	
1020	303 MLK	$30.00	$55.00		$30.00	$101.00	
1022	Historical Jail - exterior only	$65.00			$65.00		
1024	Life Steps - vacant building	$25.00	$40.00		$25.00	$86.00	
1026	Central Maintenance Facility	$75.00	$110.00	$138.00	$75.00	$110.00	$138.00
	Road & Bridge	$25.00	$35.00		$25.00	$35.00	
	Paint Shop	$25.00	$35.00		$25.00	$35.00	
	Sign Shop	$25.00	$35.00		$25.00	$35.00	
1029	Brown Santa Warehouse - exterior only	$55.00			$55.00		
	Storage Building - exterior only	$55.00			$55.00		
1032	Cedar Park Annex	$95.00	$120.00		$95.00	$166.00	
1033	Taylor Annex	$85.00	$110.00		$85.00	$156.00	
1034	EMS Station Medic 41	$25.00	$40.00		$25.00	$86.00	
1042	Central Texas Treatment Center	$85.00	$110.00		$85.00	$156.00	
	Central Texas Treatment Center - Kitchen	$95.00			$95.00		
1043	Inner Loop Annex	$125.00	$195.00	$276.00	$125.00	$195.00	$276.00
1044	Sheriff's Office Eastside	$25.00	$30.00		$25.00	$76.00	
1045	Juvenile Justice Center	$135.00	$195.00	$920.00	$135.00	$195.00	$920.00
	Juvenile Justice Center - Kitchen	$95.00			$95.00		
1046	Parking Garage	$55.00	$110.00		$55.00	$156.00	
1047	Expo Center	$135.00	$195.00		$135.00	$241.00	
1048	JP Pct 4	$65.00	$95.00		$65.00	$141.00	
1050	Sheriff Gun Range	$15.00	$20.00	$460.00	$15.00	$20.00	$460.00
	Sheriff Gun Range - Restrooms	$15.00	$20.00		$15.00	$20.00	
	Sheriff Gun Range Training bldg	$15.00	$20.00		$15.00	$20.00	
1051	Tax Office	$60.00	$70.00		$60.00	$116.00	
1062	Hutto Condos	$70.00	$100.00		$70.00	$146.00	
1063	Facilities Services	$70.00	$100.00	$276.00	$70.00	$100.00	$276.00
	Facilities Services - Warehouse	$70.00	$100.00		$70.00	$100.00	
1064	Children's Advocacy Center	$70.00	$100.00	$46.00	$70.00	$100.00	$46.00
	Children's Advocacy Center - Bldg # 2	$85.00	$110.00		$85.00	$110.00	
1066	Jester Annex	$70.00	$80.00	$276.00	$70.00	$80.00	$276.00
1068	Blackland Heritage County Park - Caretaker House	$25.00	$40.00		$25.00	$86.00	
	Blackland Heritage County Park - Shop	$25.00	$40.00		$25.00	$86.00	
1071	Emergency Services Operations Center	$85.00	$110.00	$184.00	$85.00	$110.00	$184.00
1072	Southwest Regional Parks - HQ	$40.00	$60.00		$40.00	$106.00	
1073	Williamson County Cities Health District	$85.00	$110.00		$85.00	$156.00	

1075	Sheriff Office Training Center	$85.00	$110.00	$322.00	$85.00	$110.00	$322.00
1077	Wireless Communication / Radio Shop	$70.00	$100.00	$322.00	$70.00	$100.00	$322.00
1078	EMS Training	$95.00	$120.00	$322.00	$95.00	$120.00	$322.00
1079	Vehicle Inspection/Impound	$65.00	$95.00	$138.00	$65.00	$95.00	$138.00
1080	Georgetown Annex	$55.00	$110.00	$184.00	$55.00	$110.00	$184.00
1081	Libety Hill CSCD	$40.00	$60.00		$40.00	$106.00	
1082	Public Safety Bldg	$25.00	$40.00	$92.00	$25.00	$40.00	$92.00
1083	Carquest	$85.00	$110.00		$85.00	$156.00	
1087	River Ranch Park - HQ	$25.00	$40.00		$25.00	$86.00	
	River Ranch Interp Center	$40.00	$60.00		$40.00	$106.00	
	River Ranch Park - Caretaker Home	$55.00	$75.00		$55.00	$121.00	
	River Ranch - Bath/Restroom	$28.75	$28.75		$28.75	$75.00	
	River Ranch - Bath House	$28.75	$28.75		$28.75	$75.00	
1084	Internal Audit	$25.00	$40.00		$25.00	$106.00	
1088	Berry Springs Park & Preserve - Caretaker Home	$65.00	$85.00		$65.00	$131.00	
	Berry Spring - Maintenance Shop	$40.00	$60.00		$40.00	$106.00	
	Berry Spring - Visitor Center	$40.00	$60.00		$40.00	$106.00	
	Berry Springs Shop	$25.00	$40.00		$25.00	$86.00	
1089	Southwest Regional Parks - Caretaker Home	$65.00	$85.00		$65.00	$131.00	
	Southwest Regional Parks - Shop	$40.00	$60.00		$40.00	$106.00	
1090	Bob Phillips	$70.00	$100.00		$70.00	$146.00	
no #	WC Regional Animal Shelter	$150.00	$275.00	$184.00	$150.00	$275.00	$184.00
		$4,612.00	$6,012.50	$4,140.00	**$4,612.00**	**$8,057.00**	**$4,140.00**
	TOTAL	$46,120.00	$12,025.00	$8,280.00	**$46,120.00**	**$16,114.00**	**$8,280.00**
		Annual FY22-24=$66,420.00			Annual FY25 = $70,514.00		

Notes: Price increase falls with 25% allowed per bid contract term. The current increase is 6% using annual cost.

Agenda Item #34, CC 06.04.24 Approval of 22RFP106 Renewal #1 with Pest Management (Andy)

Final Audit Report 2024-06-05

Created:	2024-06-05
By:	Rebecca Pruitt (becky.pruitt@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaUKPV4OjBozNT4XmEDNld1KPbKH69Eim

"Agenda Item #34, CC 06.04.24 Approval of 22RFP106 Renewal #1 with Pest Management (Andy)" History

Document created by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-06-05 - 7:42:33 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-06-05 - 7:43:10 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-06-05 - 7:57:02 PM GMT- IP address: 172.56.41.169

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-06-05 - 7:57:13 PM GMT - Time Source: server- IP address: 104.28.50.144

Agreement completed.
2024-06-05 - 7:57:13 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1333637

Date Filed:
07/08/2025

Date Acknowledged:
07/09/2025

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

Pest Managemnt, Inc
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

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.

22RFP106
PEST CONTROL SERVCIES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pest Management, Inc	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
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Pest Managemnt, Inc
Houston, TX United States

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WILLIAMSON COUNTY

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22RFP106
PEST CONTROL SERVCIES

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Pest Management, Inc	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

[redacted]

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **57.**

Meeting Date: 07/22/2025

Facilities Management Update

Submitted For: Dale Butler **Submitted By:** Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive a status update and presentation for Facilities Management Department Projects.

Background

Discuss and hear a presentation on current Capital and Fiscal Year Facility Enhancement Projects.

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	07/17/2025 09:28 AM
Form Started By: Gina Wrehsnig		Started On: 07/17/2025 09:00 AM
Final Approval Date: 07/17/2025		

Commissioners Court - Regular Session **58.**

Meeting Date: 07/22/2025

Approval of the Agreement for Construction Services No. 2025305 with The Brandt Companies LLC for the Central Texas Treatment Center (CTTC) Building Automation System (BAS) 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 Construction Service Agreement No. 2025305 between Williamson County and The Brandt Companies, LLC for the Central Texas Treatment Center (CTTC) Building Automation System (BAS) in the not-to-exceeding amount of One Hundred Fifty-Seven Thousand Nine Hundred Seventy-Four Dollars and Twenty Cents ($157,974.20) 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 Central Texas Treatment Center (CTTC) Building Automation System (BAS), located at 601 Alligator Rd., Granger, TX 76530. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1042.004509 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
County Judge Exec Asst.	Delia Colon	07/17/2025 09:04 AM
Form Started By: Michelle McKinney		Started On: 07/14/2025 02:36 PM
Final Approval Date: 07/17/2025		

Agreement for Construction Services

(Cooperative Contract #CSP22-049MF)

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 Central Texas Treatment Center (CTTC) Building Automation System (BAS) (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **One Hundred Fifty-Seven Thousand Nine Hundred Seventy-Four Dollars and Twenty Cents ($157,974.20)** 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 seventy (170) 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 ($500.00) 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 INTENTIONALLY DELETED

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. Mailed notices are deemed effective upon receipt of on the third business day after the date of mailing whichever is sooner.

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 #CSP22-49MF; 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 # CSP22-49MF; 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: 7/10/2025

Exhibit "A"

Plans and Specifications

<u>Location of Work</u>: Central Texas Treatment Center, 601 Alligator Rd., Granger, TX 76530

<u>Scope of Work</u>: Contractor to provide complete installation of a new Building Automation System encompassing all Split-DX units during regular working hours of 7:00 a.m. – 5:00 p.m.

1. Provide the installation of new Distech BACnet controller for (19) existing Split-DX units.
    - Remove and replace all wire and devices for communication and local sensors.
        - Remove existing controllers and replace with Distech:
            - Space Temperature
            - Discharge Air Temperature
            - Return Air Temperature
            - Fan Status
            - Occupancy override function w/ adjustable time duration
            - Demo old wire and pull new Owner option colored wire

2. Integrate existing water heaters and lighting system to new Distech BAS:
    - Provide the following sensor inputs:
        - Outside Air Temperature and Humidity
        - Return hot water Temperature (strap-on sensors)
        - Supply Hot Water Temperature (strap-on sensors)
        - 10 Exhaust Fans (start/stop and status)
            - Excluded are fans integrated into existing light switch and conventional (residential style) ceiling mount fans.
        - Walk in Freezer Temperature
        - 1 Walk in Refrigerator Temperature

3. Provide the installation of a Tridium, Niagara-4 User Interface:
    - Install (1) Niagara Supervisor with 18-month maintenance plan
        - Provide (1) JACE-9000 BAS front end controller with enclosure and power supply
        - Utilize existing power source for new JACE enclosure
        - Utilize existing enclosure location
        - Utilize existing Ethernet communication cable. Internet/Intranet access provided by others
    - Provide Building Floorplan and Unitary graphics (2D or 3D floorplans – customer preference)
    - The User Interface will have the following added features:
        - Global Space Setpoint option
        - Weekly, Holiday and Event scheduling

- Alarm notifications (Internet access provided by others)
- Equipment trending and diagnostic features

4. Testing and Commissioning:
    - Perform thorough testing of the BAS upon completion of this work
    - Provide BAS commissioning documentation

5. Closeout: Provide 1-year warranty closeout documentation at completion of work
    - Provide BAS Design / As-Build documentation
    - Provide up to (8) hours of Owner / Operator BAS Training
    - May be split up between two visits.
    - Provide (1-year) onsite BAS quarterly Preventative Maintenance

New Distech System:

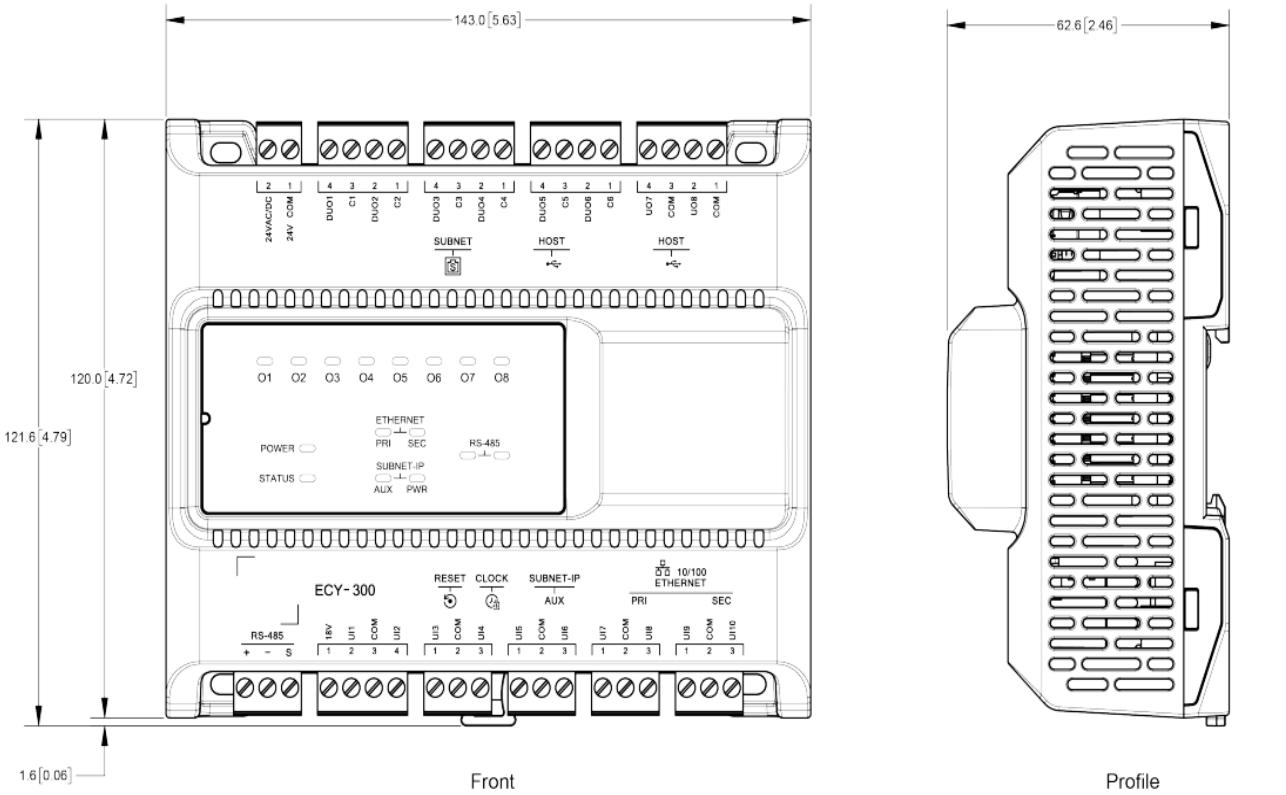


Figure 2. Controllers not equipped with an operator interface

Existing System:

















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:
2025-1334438

Date Filed:
07/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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.
1
Central Texas Treatment Center Building Automation 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 Danny Kelsey, 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 9 day of July (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:
2025-1334438

Date Filed:
07/09/2025

Date Acknowledged:
07/14/2025

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.

1
Central Texas Treatment Center Building Automation 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 _____, _____, _____, _____, _____.
(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 **59.**

Meeting Date: 07/22/2025

Lake Creek Annex-Levy Dykema-Supplemental Agreement No. 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 Amendment No. 1 to the Agreement for Design and Engineering Services between Williamson County and Levy Dykema being dated May 6th, 2025 related to the Lake Creek Annex project.

Background

This Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services is made to add additional time and compensate Levy Dykema for additional services requested by Williamson County to design the building envelope, including walls, windows, doors, roofing and foundations, ensuring proper thermal performance, moisture control, air tightness, and durability pertaining to the Lake Creek Annex project. The revised completion date is September 1st, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lake Creek Annex_Levy Dykema_SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/15/2025 02:58 PM
County Judge Exec Asst.	Delia Colon	07/15/2025 03:58 PM
Form Started By: Christy Matoska		Started On: 07/15/2025 12:28 PM
Final Approval Date: 07/15/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Lake Creek Annex** (“Project”)

ARCHITECT / ENGINEER: **Levy Architects, PLLC dba Levy Dykema** (“A/E”)
Matt Catterall, Principal
620 Congress Ave, Suite 100
Austin, TX 78701

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 **May 6th, 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 **design the building envelope, including walls, windows, doors, roofing and foundations ensuring proper thermal performance, moisture control, air tightness, and durability**; 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 **Forty-Five Thousand, Seven Hundred Eighty-Nine Dollars ($45,789)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before September 1st, 2025.

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:
Levy Architects, PLLC, dba Levy Dykema

By: _____
Signature

Phillip Reed
Printed Name

Principal
Title

Date Signed: 7/15/2025

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 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, 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:

Lake Creek Annex
9500 Lake Creek Pkwy.
Austin, TX 78717
P#632

Additional Services Include:

Architectural Services: $8,798
Coordination and Management

Civil Engineering/Surveying Services: $29,241
ALTA/NSPS Land Title/Boundary Survey
Topographic/Tree/Design Survey

Building Envelope Services $7,750
Enclosure Assessment Services

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 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 new fees by Phase of the Compensation for Additional Services:

		$	**45,789**	100%
19%	**Levy Dykema**	**$**	**8,798**	
64%	**Garza EMC**	**$**	**29,241**	
17%	**Acton Partners**	**$**	**7,750**	

Phase I - SCHEMATIC DESIGN	**$**	**45,789**	100%
Levy Dykema	$	8,798	
Garza EMC	$	29,241	
Acton Partners	$	7,750	

Commissioners Court - Regular Session **60.**

Meeting Date: 07/22/2025

Exposition Center - West Arena New (P635) - Parkhill-Amendment No 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 Amendment No. 1 to Supplemental Agreement No. 1 to the Agreement for Planning, Design & Engineering Services between Williamson County and Parkhill, Smith & Cooper, Inc. dated March 19th, 2024, relating to Exposition Center - West Arena New.

Background

Amendment No. 1 to Supplemental Agreement No. 1 to the Agreement for Planning, Design & Engineering Services between Williamson County and Parkhil, Smith & Cooper, Inc. has been made to amend the language relating to "Exhibit C - Production Schedule." Time increased to December 29th, 2025, with no increase in price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo West Arena New-P635_Parkhill_A1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/15/2025 04:43 PM
County Judge Exec Asst.	Delia Colon	07/16/2025 08:38 AM
Form Started By: Christy Matoska		Started On: 07/15/2025 04:20 PM
Final Approval Date: 07/16/2025		

AMENDMENT NO. 1
TO
SUPPLEMENTAL AGREEMENT NO. 1
TO THE
AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Williamson County Exposition Center - West Arena New** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ARCHITECT/ ENGINEER: **Parkhill, Smith & Cooper, Inc.** ("A/E")
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

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. 1 to the Agreement for Planning, Design and Engineering Services** ("Amendment No. 1") is by and between **Williamson County, Texas**, a political subdivision 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 **March 19th, 2024**, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

WHEREAS, County and A/E supplemented the Agreement ("Supplemental Agreement No. 1") on October 15, 2024, wherein A/E agreed to provide additional services beyond those initially contemplated;

WHEREAS, pursuant to **Article 20 of the Agreement**, the terms of the Agreement may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Time for Performance** under **Article 5** of the Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Supplemental Agreement No. 1 is supplemented, modified and amended as follows:

I. <u>Amendment to Exhibit C – Production Schedule</u>

Exhibit C – Production Schedule shall be amended and supplanted by the attached Exhibit C, which is incorporated herein by reference.

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Supplemental Agreement No. 1and any prior 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: Parkhill, Smith & Cooper, Inc.	**COUNTY**: Williamson County, Texas
By: Jamie Zavodny Signature	By: _____
Jamie Zavodny Printed Name	_____ Printed Name
Partner Title	_____ Title
Date Signed: 7/15/2025	Date Signed: _____

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Supplemental Agreement within **Four Hundred Forty (440) 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	**10/15/24**
Phases I-V previously accomplished during the following dates:	**3/2024-6/2025**
Phase IV - REGULATORY REVIEW AND PERMITS (COMPLETED)	
Sealed Plans and Specifications and Estimate deliverables to County	10/28/24
Plans submittal to TDLR and Permit application submittal to City	11/01/24
Construction Permits received from City	11/15/24
Phase V - BIDDING, AWARD, AND EXECUTION (COMPLETED)	
Permitted Plans and Specifications and Estimate deliverables to County	12/05/24
County advertises project for Bid	12/12/24
Contract Award	01/10/25
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	07/12/24
Construction Substantial Completion	11/05/25
Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD	
Record Documents deliverables	12/19/25
All services shall be complete on, or before:	**12/29/25**

Commissioners Court - Regular Session **61.**

Meeting Date: 07/22/2025

Williamson County Sheriff's Office Firing Range Lead Remediation_Environmental Logistics Co - CO1

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No.1 from Environmental Logistics Co, LLC for the Williamson County Sheriff's Office Firing Range Lead Remediation project in the amount of $10,800.00, which was approved by Williamson County Sr. Project Manager, Angel Gomez, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

The Change Order No. 1 was made to compensate the contractor, Environmental Logistics Company, LLC, in the amount of $10,800.00, as the original site condition was found to have gravel and dirt compacted with lead and rubber, requiring additional equipment and labor to separate materials and has an additional cost. This Change Order results in a net increase of $10,800.00 with no additional contract time. The original contract amount was $43,500.00. As a result of this Change Order, the new contract sum is $54,300.00. Williamson County Facilities Sr. Project Manager, Angel Gomez 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

SO Firing Range CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/14/2025 02:35 PM
Form Started By: Gretchen Glenn		Started On: 07/14/2025 01:34 PM
Final Approval Date: 07/14/2025		

CHANGE ORDER
Williamson County Sheriff's Office Firing Range Lead Remediation

CHANGE ORDER NO: 001 NTP Date: July 3, 2025
DATE OF ISSUANCE: July 11, 2025
Contractor: Environmental Logistics Company, LLC
Architect/ Engineer: N/A

EXPLANATION:

1. Different site conditions at the 200 Range. Found gravel, dirt compacted with lead and rubber, requiring additional equipment and labor to separate materials.

CONTRACT CHANGE:

1. Requires specialized equipment to separate the gravel, dirt, lead and rubber to complete work.

A. Original Contract Amount	$	43,500.00
B. Adjusted Contract Sum by previous Change Orders	$	0.00
C. Contract Sum increased by this Change Order in the amount of	$	10,800.00*
D. New Contract Sum including this Change Order will be	$	**54,300.00**

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 24.82 %

The Contract Time will be changed by 0 days
The date of Substantial Completion as of the date of this Change Order August 6, 2025

RECOMMENDED BY:

Environmental Logistics Co, LLC	Amy Gilbreath	
Contractor	Signature	Date

Amy Gilbreath (Jul 11, 2025 15:33 CDT)

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Jesus Angel Gomez Hise, PM		July 11, 2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **62.**

Meeting Date: 07/22/2025

Brushy Creek Trail Extension Along Hairy Man Rd. - RVi - Amendment No. 2

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. 2 to the Amendment No. 1 to First Amended and Restated Agreement for Design and Engineering Services between Williamson County and RVE, Inc. dba RVI Planning + Landscape Architecture being dated effective April 23, 2023, related to Brushy Creek Trail Extension Along Hairy Man Rd.

Background

This Amendment No. 2 to the Amendment No. 1 to First Amended and Restated Agreement for Design & Engineering Services is made to compensate the firm for the additional services of survey documents required for two easements and a PUE release required by the City of Round Rock for the Site Development Permit pertaining to Brushy Creek Trail Extension Along Hairy Man Rd.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BCRT-Hairy Man Rd_RVI_A2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/14/2025 04:09 PM
County Judge Exec Asst.	Delia Colon	07/15/2025 08:33 AM
Form Started By: Christy Matoska		Started On: 07/14/2025 03:53 PM
Final Approval Date: 07/15/2025		

AMENDMENT NO. 2
TO
AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: **Brushy Creek Trail Extension Along Hairy Man Rd.** ("Project")

PLANNER/ LANDSCAPE ARCHITECT/ ENGINEER: **RVE, Inc. dba RVI Planning + Landscape Architecture** ("A/E")
Peer Dufrene, Associate Principal
1611 W 5t St., Suite 175
Austin, TX 78703

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Georgetown, Texas 78641

THIS AMENDMENT NO. 2 to **Agreement for Planning, Design and Engineering Services** ("Amendment No. 2") 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 **First Amended and Restated Agreement for Planning, Design and Engineering Services** ("Agreement") being dated effective August 31st, 2023, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

WHEREAS, County and A/E previously executed that certain **Amendment No. 1 to First Amended and Restated Agreement for Planning, Design and Engineering Services** being dated effective **April 23rd, 2024**, wherein A/E agreed to perform certain professional planning, design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the **Fee Schedule** under **Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. <u>Amendment to Fee Schedule – Exhibit C, Phase VI + VII – REGULATORY REVIEW & CDs (100%)</u>

Fee Schedule – Exhibit C, Phase VI + VII – REGULATORY REVIEW & CDs (100%) shall be amended and supplanted by the following:

Explanation for additional funds: Survey documents (field notes) required for two (2) easements and a PUE release required by the City of Round Rock for the Site Development Permit, resulting in an increase of $11,000 to $176,234 in Amendment No.1, dated 04/23/2024.

Phase VI+VII - REGULATORY REVIEW & CDs (100%)	**$187,234**
RVi (Landscape Architect)	$ 45,584
Pape-Dawson (Civil)	**$133,250**
Inland Geodetics (Surveyor)	$ -
Bay (MEP)	$ 4,900
Cambrian (Environmental)	$ -
Jim Rogers (Parks Consultant)	$ -
HVJ (Geotechnical)	$ -
Altura (RAS)	$ 3,500

II. Terms of Agreement Control and Extent of Amendment No. 2

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.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:

RVE, Inc. dba RVI Planning
+ Landscape Architecture

DREW CARMAN
Signature

Drew Carman
Printed Name

Director of Park Planning & Design
Title

Date Signed: 7/9/2025

COUNTY:

Williamson County, Texas

Signature

Printed Name

Title

Date Signed:

Commissioners Court - Regular Session **63.**

Meeting Date: 07/22/2025

KC Engineering 21RFSQ14 Contract Amendment 3 Small Drainage & Roadway Projects

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 on Contract Amendment No 3 under Williamson County Contract for Engineering Services between KC Engineering Inc and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 Contract Amendment 3 Small Drainage & Roadway Projects

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/14/2025 09:24 AM
County Judge Exec Asst.	Delia Colon	07/15/2025 08:29 AM
Form Started By: Vicky Edwards		Started On: 07/14/2025 08:30 AM
Final Approval Date: 07/15/2025		

AMENDMENT NO. 3
TO
CONTRACT FOR ENGINEERING SERVICES

This Amendment No. 3 to Contract for Engineering Services ("Amendment No. 3") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Engineer").

RECITALS

WHEREAS, the County and the Engineer previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective **May 31, 2022**, wherein Engineer agreed to perform certain professional engineering services in connection with the **2 1 RFSQ14 Design Engineering Services for Small Drainage and Small Roadway Projects** for Williamson County Road and Bridge ("Project");

WHEREAS, pursuant to **Article 14**, the terms of the Contract may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the Rate Schedule under **Exhibit D** of the Contract; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is supplemented, amended and modified as follows:

I. **<u>Amendment to Exhibit D – Rate Schedule</u>**

Exhibit D – Rate Schedule of the Contract shall be amended and supplanted by the Exhibit D that attached hereto and incorporated herein by reference.

II. **Terms of Contract Control and Extent of Amendment No. 3**

All other terms of the Contract and any prior 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, the County and the Engineer have executed this Amendment No. 3 in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
KC Engineering, Inc.	**Williamson County, Texas**
By: Greg Haley, P.E.	By: _____
Printed Name: Greg Haley, P.E.	Printed Name: _____
Title: President	Title: _____
Date: July 11, 2025	Date: _____

Exhibit D

Rate Schedule

Please see next page(s).

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

K.C. ENGINEERING, INC.

Principal Engineer	$ 295.00	per hour
Senior Project Manager	$ 270.00	per hour
Project Manager	$ 255.00	per hour
Senior Project Engineer	$ 230.00	per hour
Project Engineer	$ 205.00	per hour
Engineer-in-Training	$ 150.00	per hour
Engineering Assistant	$ 125.00	per hour
CAD Technician	$ 110.00	per hour
Clerical	$ 85.00	per hour

Other Expenses:

Photocopies (per page):

8-1/2” x 11” (B&W)	$ 0.15 each
8-1/2” x 11” (Color)	$ 0.75 each
11” x 17” (B&W)	$ 0.30 each
11” x 17” (Color)	$ 1.50 each
24” x 36”	$ 4.50 each
Other Sizes	$ 1.50 per square foot

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

AMATERRA ENVIRONMENTAL, INC.

Labor/Staff Classification	Hourly Rate
Principal	$232.00
Program Director	$164.00
Project Manager	$142.00
Env. Specialist/Planner IV	$136.00
Env. Specialist/Planner III	$114.00
Env. Specialist/Planner II	$79.00
Env. Specialist/Planner I	$76.00
Sr. Historical Architect	$137.00
Historical Architect/Historian IV	$147.00
Architectural Historian/Historian III	$118.00
Architectural Historian/Historian II	$89.00
Architectural Historian/Historian I	$73.00
Archeologist VI/ Sr. Principal Investigator	$136.00
Archeologist V/ Principal Investigator	$101.00
Archeologist IV/Project Archeologist//Lab Director	$91.00
Archeologist III/Field Director	$86.00
Archeologist II/Crew Chief	$77.00
Archeologist I/Technician	$67.00
GIS Specialist	$109.00
GIS Technician/Illustrator/Drafter	$70.00
Admin./Document Production Spvr	$88.00
Editor	$74.00
Clerical	$61.00

Reimbursable Expenses	
Photocopies B/W	$0.10
Photocopies Color	$1.00
GPS Rental	$25 / day

EXHIBIT D - RATE SCHEDULE

SMALL DRAINAGE AND SMALL ROADWAY PROJECTS

HARDESTY & HANOVER, LLC

LABOR CATEGORY	RATE SCHEDULE EXHIBIT D (per hour)
Project Principal	$ 335.00
Senior Technical Advisor	$ 300.00
Sr Project Manager	$ 260.00
Sr Structural QA/QC Manager	$ 255.00
Sr Structural Engineer	$ 250.00
Sr Drainage Engineer	$ 245.00
Sr Roadway Engineer	$ 245.00
Project Manager	$ 200.00
Structural Engineer	$ 165.00
Project Engineer	$ 140.00
Design Engineer	$ 135.00
Structural Designer (EIT)	$ 125.00
EIT	$ 110.00
Sr Engineer Technician	$ 150.00
Senior CAD Technician	$ 105.00
CAD Technician	$ 95.00
Admin/Clerical	$ 90.00
DIRECT EXPENSES	
Outsourced Printing	Cost
Mileage (per mile)	Current Federal Rate
Parking Fees	Actual Cost
Highway Toll Charges	Actual Cost
Postage	Current Postal Rate
Overnight Mail- letter size	Current Postal Rate
Overnight Mail – oversized box	Current Postal Rate
Courier Services	Actual Cost

Exhibit D - Rate Schedule

PERSONNEL

Principal	$150.00/hour
Registered Land Surveyor	$145.00/hour
Project Manager	$115.00/hour
GIS Specialist	$100.00/hour
Survey Technician	$85.00/hour
Survey Technician II	$95.00/hour
Senior Survey Technician	$100.00/hour
2 Person Survey Crew	$140.00/hour
3 Person Survey Crew	$155.00/hour
Project Support/Data Processor	$50.00/hour

NON-LABOR EXPENSES

18” x 24” Copies (Paper)	$5.00 per sheet
24” x 36” Copies (Paper)	$8.00 per sheet
18” x 24” Copies (Mylar)	$15.00 per sheet
24” x 36” Copies (Mylar)	$20.00 per sheet

2024-2025 Fee Schedule
Expires 12/31/2025

FLORES GEOTECHNICAL LLC

Engineering and Technical Personnel	Unit	Hourly Rate
Principal/Managing Engineer	Hour	$ 301.04
Project Manager	Hour	$ 253.50
Engineer (Project) - Senior	Hour	$ 244.54
Engineer (Project)	Hour	$ 155.07
Engineer (Design)	Hour	$ 149.11
Engineer Technician - Senior	Hour	$ 110.33
Engineer Technician	Hour	$ 104.38
Engineer Technician - Junior	Hour	$ 77.54
Administrative/Clerical	Hour	$ 77.54
Subsurface Exploration Services	**Unit**	**Rate**
Drill Rig Machine and Crew		**Unit Price**
Truck Mounted Drill Rig (trips over 100 miles of office to site)	Per Mile	$ 6.00
Truck Mounted Drill Rig (within 100 miles of office to site)	Per Trip	$ 600.00
Mobilization of ATV Buggy / Track Drilling Equipment less 100 mil	Per Trip	$ 1,800.00
Mobilization of ATV Buggy / Track Drilling Equipment over 100 mi	Per Mile	$ 18.00
ATV Surcharge (for rig installed on ATV)	Per LF	$ 5.00
Standby of Crew	Per Hour	$ 371.70
Soil Drilling		
Soil/Rock Boring without Sampling (Augering or Roller Cone) (< 60	Per LF	$ 38.00
(a) Additional Standard Penetration Test (SPT) and Split-Barrel Sar	Per Each	$ 38.00
(b) Additional Shelby Push Tube Sampling Extruded in Field	Per Each	$ 35.00
(c) Additional Rock Coring	Per LF	$ 54.00
Soil/Rock Boring with Texas Cone Penetration (TCP) Drilling and G	Per LF	$ 54.00
Rock Coring		
NX Rock Coring (Soft Limestone)	Per LF	$ 54.00
Nx Rock Coring (Igneous rock, granite, et cetera)		Quotation
Support Truck and Machinery		
Support Truck	Per Day	$ 184.00
Water Truck	Per Day	$ 201.25
Bore Casing	Per LF	$ 13.00
Steam Cleaner	Per Day	$ 345.00
Air Compressor	Max. Per Day	$ 400.00
Borehole Grouting - 3/8 Bentonite Chips	Per LF	$ 17.00
Asphalt/Concrete Patch	Per Each	$ 108.00
Monitor Well Installation		
Observation Well - 20' - Typical - Materials Only	Per LF	$ 885.50
Observation Well - 20' - Typical - Completed Well	Per each	$ 2,650.00
Plug/Abandon Observation Well - 0' - 50'	Per Each	$ 1,035.00
Outside Services		
Traffic Control Plans and Services		Quotation
Private Utility Locators		Cost +5%
Disposal of Investigation Derived Waste		Cost +5%
Reimbursables		
Outside Services (Reimbursables)		Cost +5%
Subconsultant Services		Cost +5%
Per Diem and Hotel		Quotation

2024-2025 Fee Schedule
Expires 12/31/2025

FLORES GEOTECHNICAL LLC

Soil Testing	Reference Standard	Unit Price
Index and Physical Properties		
Moisture Content	ASTM D 2216 / TEX-103-E	$ 32.00
Moisture Content + Dry Density	ASTM D 2937	$ 59.74
Atterberg Limits	ASTM D-4318 / TEX-104, 105, 106-E)	$ 192.00
No. 200 Sieve	ASTM D-1140/TEX-111-E	$ 87.00
Specific Gravity of Soils	ASTM D854/TEX-108	$ 96.00
Particle Gradation: Including Hydrometer	ASTM D-422/ TEX-110-E	$ 175.00
Standard Proctor	ASTM D698	$ 320.00
Modified Proctor	ASTM D 1557	$ 375.00
CBR of Laboratory-Compacted Soils	ASTM D 1883	$ 480.00
Strength		
Unconfined Compression Test - Cohesive Soils)	ASTM D 2166	$ 90.00
Unconfined Compression Test - Rock	ASTM D 2938 or D7012-C	$ 150.00
Triaxial Compression for Undisturbed Soils	ASTM D 2850 /TEX-118-E	$ 375.00
Triaxial Consolidated-Undrained (CU) with pore pressures: single or -multi-stage, 3 pts	ASTM D 4767 / TEX-131-E	$ 2,300.00
Direct Shear CD, set of three	ASTM D 3080	$ 1,375.00
Dynamic Cone Penetrometer	ASTM D6951	$ 365.00
Compressibility and Volume Change		
Consolidation Test (6 load increments)	ASTM D 2435	$ 720.00
Shrinkage (Volumetric)	ASTM D 427	$ 140.00
Shrinkage (Bar Linear)	TEX-107-E	$ 78.00
Swell Pressure Single Load (single load)	ASTM D 4546	$ 320.00
Swell Pressure Multi-Load Increments	ASTM D 4546	$ 418.85
Potential Vertical Rise (computation)	TEX 124-E	$ 160.00
Corrosion		
Soluble Sulfate	Tex-145-E	$ 155.00
Soil pH	ASTM D4972, TEX-128-E	$ 71.00
Laboratory Resistivity	ASTM G-57, TEX 129-E	$ 180.00
Organic Content	ASTM D2974	$ 95.58
Permeability		
Permeability - Falling Head (ASTM D 5084)	ASTM D 5084	$ 690.00
Permeability - Constant Head (ASTM D 2434)	ASTM D 2434	$ 500.00
Dispersion Characteristics		
Crumb Test of Clayey Soils (ASTM 6572)	ASTM 6572	$ 88.00
Double Hydrometer	ASTM D4221	$ 340.00

EXHIBIT D - RATE SCHEDULE

SUBPROVIDER NAME:	TEXAS TRANSPORTATION SOLUTIONS, INC.

DIRECT LABOR

LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY CONTRACT RATE	
Support Manager - Senior	30+	$320.00	
Technical Advisor - Senior	30+	$326.00	
Engineer (Senior)	20+	$242.00	
Engineer (Bridge) - Senior	20+	$272.00	
Engineer (Bridge)	5 to 15	$179.00	
Engineer-In-Training II	2 to 5	$114.00	
Engineer Technician - Senior		$159.00	
Visualization 3D Specialist - Senior		$214.00	
Project Control Specialist - Senior		$106.00	

Commissioners Court - Regular Session **64.**

Meeting Date: 07/22/2025

Award of RFSQ #25RFSQ35 for Utility Coordination and Utility Engineering Services to Cobb, Fendley & Associates, Inc for Road and Bridge Department/HNTB

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ35 Utility Coordination and Utility Engineering Services to Cobb, Fendley & Associates, Inc., in the maximum amount payable of Five Hundred Thousand Dollars ($500,000.00) for the Road and Bridge Department, and authorizing execution of this agreement.

Background

Williamson County sent out Eight Thousand Sixty-Six (8,066) notifications with One Hundred Thirty-Six (136) document takers and received Sixteen (16) submittals. Williamson County solicited engineering firms to provide utility coordination and utility engineering services to Williamson County for roads, bridges, and other projects throughout the County. The funding source is 01.0200.0210.004100, the Origination ID is 2089, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Cobb, Fendley & Associaties

1295 Form Cobb, Fendley & Associates

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/16/2025 04:10 PM
Form Started By: Vickie Johnson		Started On: 07/15/2025 07:23 AM
Final Approval Date: 07/16/2025		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Cobb, Fendley & Associates, Inc. ("Engineer")**
ADDRESS: **4424 West Sam Houston Pkwy. N, Suite 600, Houston, TX 77041**
PROJECT: **25RFSQ35 Utility Coordination and Utility Engineering Services For Williamson County Road & Bridge Projects ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this

Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five Hundred Thousand Dollars ($500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the Williamson County Department of Infrastructure, to the attention of the Director of Road & Bridge, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Director of Road & Bridge in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Director of Road & Bridge in strict accordance with any necessary instructions or requests provided by the Director of Road & Bridge.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work

Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Sandee Khoury, P.E.
Cobb Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall

notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice

may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the

Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other

factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. 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.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer 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, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. 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.

D. 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

E. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

F. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

H. 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.

I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

J. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, 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 Engineer'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 Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge

710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to:

Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Engineer: **Cobb, Fendley & Associates, Inc.**
Attn: Sandee Khoury
9600 N. Mopac Expressway, Suite 800
Austin , Texas 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering,

consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive,

modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding

mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

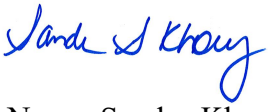
Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

_COBB, FENDLEY & ASSOCIATES, INC.

By: _  _____

Printed Name: Sandee Khoury

Title: Executive Vice President

Date: June 17th, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb, Fendley & Associates, Inc.
Name of Firm

Sandee Khoury
Signature of Certifying Official

Sandee Khoury, P.E.
Printed Name of Certifying Official

Executive Vice President
Title of Certifying Official

June 2, 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 Sandee Khoury on the 2nd of June, 2025, on behalf of said firm.

Cindy Martin

My commission expires: 2/15/26



EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide professional utility coordination and engineering services including but not limited to: the identification of utilities, locating utilities, evaluation of potential utility conflicts, coordinating the relocation of utilities and the design of utilities to be relocated.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – UTILITY PROGRAM MANAGEMENT

TASK 2 – PROJECT MANAGEMENT AND COORDINATION

TASK 3 – UTILITY ADJUSTMENT COORDINATION

TASK 4 – SUBSURFACE UTILITY ENGINEERING (SUE)

TASK 5 – UTILITY ENGINEERING

TASK 6 – UTILITY DESIGN

TASK 7 – UTILITY CONSTRUCTION OBSERVATION

TASK 8 – UTILITY PLANNING AND RESEARCH

TASK 9 – FIELD SURVEYING

TASK 10 – RIGHT-OF-WAY (ROW) COORDINATION

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.

Effective July 2025

Principal	$360.00/HR
Senior Engineer V or Project Manager VI	$357.00/HR
Senior Engineer IV or Project Manager V	$340.00/HR
Senior Engineer III or Project Manager IV	$320.00/HR
Senior Engineer II or Project Manager III	$300.00/HR
Senior Engineer I or Project Manager II	$260.00/HR
Engineer III or Project Manager I	$215.00/HR
Engineer II	$195.00/HR
Engineer I	$165.00/HR
Graduate Engineer II	$152.00/HR
Graduate Engineer	$140.00/HR
Sr. Coordinator (Project, Utility)	$180.00/HR
Coordinator II (Project, Utility)	$150.00/HR
Coordinator I (Project, Utility)	$125.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$202.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$180.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$154.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$136.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$121.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$91.00/HR
Licensed State Land Surveyor	$303.00/HR
Senior Registered Professional Land Surveyor II	$306.00/HR
Senior Registered Professional Land Surveyor	$275.00/HR
Registered Professional Land Surveyor II	$247.00/HR
Registered Professional Land Surveyor	$215.00/HR
Project Surveyor	$198.00/HR
Certified Photogrammetrist	$205.00/HR
3 Person Survey Crew	$240.00/HR
2 Person Survey Crew	$190.00/HR
1 Person Survey Crew	$140.00/HR

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.

Effective July 2025

Construction Manager III	$350.00/HR
Construction Manager II	$281.00/HR
Construction Manager I	$219.00/HR
Construction Observer III	$195.00/HR
Construction Observer II	$165.00/HR
Construction Observer I	$135.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$300.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$260.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$215.00/HR
Right-of-Way Agent III	$210.00/HR
Right-of-Way Attorney	$205.00/HR
Right-of-Way Agent II	$180.00/HR
Right-of-Way Agent I	$140.00/HR
Right-of-Way Technician	$125.00/HR
Administrative	$135.00/HR
Clerical	$105.00/HR

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	$262/HR
One-Man Designating Crew (4-Hour Minimum)	$146/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$370/HR
Terrestrial Scanner (excluding labor) (4-hr Min)	$200/HR
Mobile LiDAR (excluding labor)	$8,500/day
Ground Penetrating Radar (Equipment only)	$300/day

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.

Effective July 2025

Designation, Location & Traffic Control Vehicles (4x4 Vehicles, Vac Truck etc.,) $6.50/Mile

REIMBURSABLE EXPENSES

Mileage (Standard Car or Truck)..... IRS Approved Rate

In-House Reproduction:

- Copies (Up to 11" x 17")..... $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes)..... $1.00/Each
- Bond Prints (All Sizes)..... $2.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

Anderson Infrastructure
Effective July 2025

Sr. Technical Advisor	$247.00/HR
Sr. Utility Engineer	$197.00/HR
Utility Coordinator	$114.00/HR
Utility Field Coordinator	$133.00/HR
4x4 Project Vehicles (Per Day)	$100.00/Day

SUBSURFACE UTILITY ENGINEERING

Underground/Overhead when poles not surveyed QL-D (Per LF)	$ 0.57/LF
Overhead Utilities when poles surveyed QL-C	$ 0.78/LF
Designated Utilities QL-B	$ 1.80/LF
QLA (0-5 Feet)	$ 1,300.00/EA
QLA 5-8 Feet	$ 1,500.00/EA
QLA 8-13 Feet	$ 1,900.00/EA
Coring	$ 400.00/EA
2 Person Designating Crew with Equipment Hourly Rate	$ 366.00/HR
1 Person Designating Crew with Equipment Hourly Rate	$ 250.00/HR

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy.

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

Texas Utility Coordination, LLC
Effective July 2025

UTILITY COORDINATION OFFICE PERSONNEL RATES:

Senior Utility Coordinator	$208.00/HR
Field Coordinator/Inspector	$136.00/HR
4x4 Project Vehicles (Per Day)	$100.00/Day

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1^{st}) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel 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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Additional Insured Requirement: The following additional insured endorsement must appear in the "Description of Operations or Additional Remarks" section of the Certificate of Insurance issued by the insurer:

> **"Williamson County, Texas, its directors, officers and employees" shall be additional insureds under policies listed with respect to General Liability and Auto Policies (excluding Workers' Compensation and Professional Liability).**

Waiver of Subrogation Requirement: Insurance policies shall include blanket or scheduled waivers of subrogation in favor of County.

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

Additional Insurance Policy Endorsements: Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   > Williamson County, Texas
   > C/O: Williamson County Risk Management Department
   > 301 SE Inner Loop
   > Georgetown, TX. 78626
   > Email: coi.submission@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

Client#: 153896 COBBFEND

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest
9811 Katy Freeway, Suite 500
Houston, TX 77024
713 490-4600

CONTACT NAME: Tami Melton
PHONE (A/C, No, Ext): 713 490-4600 **FAX (A/C, No):** 713-490-4700
E-MAIL ADDRESS: tami.melton@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Cas. Co. of America	25674
INSURER C : Farmington Casualty Company	41483
INSURER D : Endurance American Specialty Ins Co	41718
INSURER E : Travelers Indemnity Company	25658
INSURER F :	

INSURED
Cobb, Fendley & Associates, Inc.
4424 W Sam Houston Parkway N
Suites 600
Houston, TX 77041

COVERAGES **CERTIFICATE NUMBER: 49058180** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6306T020324PHX24	07/10/2024	07/10/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			BA5T9261002443G	07/10/2024	07/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP4S01891424NF	07/10/2024	07/10/2025	EACH OCCURRENCE	$12,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$12,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB6T0405192443G	07/10/2024	07/10/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liability			DPL30039639001	07/10/2024	07/10/2025	$5,000,000 per claim $5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured (GL: CGD2460419 ; AL: CAT4740216).

(See Attached Descriptions)

CERTIFICATE HOLDER
Williamson County, Texas
c/o Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX 78626

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

The General, Automobile, and Umbrella Liability policies contain a special endorsement with "Primary and Noncontributory" wording (GL: CGD8840420; AL: CAT4740216 ; UL: EU0001 7/16).

The General Liability, Automobile, Workers Compensation, and Professional Liability policies provide a Blanket Waiver of Subrogation when required by written contract (GL: CG24041219 ; AL: CA04441013 ; WC: WC00031300).

The General Liability, Automobile, Workers Compensation, Umbrella Liability, and Professional Liability policies include an endorsement providing that 30 days notice of cancellation for reasons other than non-payment of premium and 10 days notice of cancellation for nonpayment of premium will be given to the Certificate Holder by the Insurance Carrier.

The Umbrella Liability policy contains Excess Follows Form (EU0001 7/16). The Umbrella policy sits over the General, Auto, and Employers Liability coverages.

Description of Operations: 25RFSQ35 Utility Coordination and Utility Engineering Services; Engineering Services Contract - Williamson County Road & Bridge (122324)
Williamson County, Texas, its directors, officers and employees are included as Additional Insureds on the General Liability and Auto Liability Policies where required by written contract.
A Waiver of Subrogation is included in favor of Williamson County.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION
CONTINUED ON IL T8 03

ADDRESS:
CONTINUED ON IL T8 03

HOUSTON
TX
77041

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":

a. Means injury caused by one or more of the following offenses:

(1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

(2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person; or

b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

5. "Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

TOTAL GENERAL AGGREGATE LIMIT DESIGNATED PROJECT(S) – GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Total General Aggregate Limit: $ 5,000,000

Designated Project(s): EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT THAT IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The Total General Aggregate Limit stated in the Schedule above is the most we will pay for the sum of all:

1. Medical Expenses under COVERAGE C (SECTION I);

2. Damages under COVERAGE A (SECTION I), except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

3. Damages under COVERAGE B (SECTION I)

regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits"; or

d. Designated "projects" listed in the SCHEDULE above.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "project" shown in the Schedule above:

1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. Subject to the Total General Aggregate Limit stated in the Schedule above, the Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

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3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce both the Total General Aggregate Limit stated in the Schedule above, and the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to both the Total General Aggregate Limit stated in the Schedule above, and the applicable Designated Project General Aggregate Limit.

C. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the Total General Aggregate Limit stated in the Schedule above and the General Aggregate Limit, or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Project General Aggregate Limit.

As respects this Provision **C.**, the limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply.

D. Part **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage B; and

b. Damages from "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I) which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.

E. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the Total General Aggregate Limit stated in the Schedule above, the General Aggregate Limit, or the Designated Project General Aggregate Limit.

F. For the purposes of this endorsement the Definitions Section is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

G. The provisions of LIMITS OF INSURANCE (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

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AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph **(2)** of Exclusion **b.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the beginning of Paragraph **2.**, and Paragraphs **2.a.**, **b.**, **c.**, **d.** and **e.**, of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by you;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;

e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and

3. The following replaces the last sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 01 (A) - 001

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in the Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer. The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

SCHEDULE

1. Alternate Employer

ANY PERSON OR ORGANIZATION TH
AT YOU AGREE IN A WRITTEN CONT
RACT TO PROVIDE THIS INSURANCE
FOR BODILY INJURY TO YOUR EMP
LOYEES WHILE IN THE COURSE OF
SPECIAL OR TEMPORARY EMPLOYMEN
T BY SUCH PERSON OR ORGANIZATI
ON, IF SIGNED BEFORE ALL SUCH
BODILY INJURY OCCURS.

Address

**4424 WEST SAM HOUSTON PKWY N.,
SUITE 600, HOUSTON, TX, 77041**

2. State of Special or Temporary Employment

AL AZ AR CA CO CT DE DC FL GA HI ID IL IN IA KS KY LA ME MD MI MS MN MO MT NE NV NH NJ NM NY NC OK OR PA RI SC SD TN TX UT VT VA WV WI MA

3. Contract or Project

IF ANY

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Policy No. UB6T0405192443G
Endorsement No.
Insured
Premium $

Insurance Company
Countersigned by _____

ST ASSIGN:

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB6T0405192443G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

POLICY NUMBER: UB6T0405192443G

NOTICE OF CANCELLATION OR NONRENEWAL TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to **PART SIX – CONDITIONS** :

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	**Number of Days Notice:**
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT. ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

ST ASSIGN:

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POLICY NUMBER: CUP4S01891424NF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
   a. All expenses we incur.
   b. The cost of:
      (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
      (2) Appeal bonds and bonds to release attachments;

      but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.
   d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

   With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
   a. The limits of insurance afforded to such person or organization will be:
      (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
      (2) The limits of insurance of this policy;

      whichever is less; and
   b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
   a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage **A** is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insurer", enforce them.

   If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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ENDORSEMENT

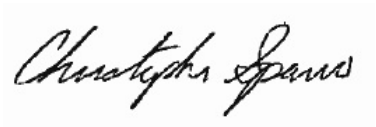
Named Insured:	Cobb, Fendley & Associates, Inc.	Policy Number:	DPL30039639001
Endorsement Effective Date:	July 10, 2024 12:01 AM Standard Time at the address of the Named Insured as shown in the Declarations.	Endorsement Number:	6

NOTICE OF CANCELLATION OR NON-RENEWAL TO THIRD PARTY ENDORSEMENT

It is agreed that:

I. If this Policy is cancelled by the Insurer for reasons other than non-payment of premium, or is non-renewed by the Insurer, then the Insurer shall endeavor to provide written notice of such cancellation or non-renewal to a Third Party not less than Thirty (30) days prior to the effective date of cancellation or non-renewal. If cancellation by the Insurer is for failure to pay premium due, then the Insurer shall endeavor to provide the notice to such Third Party at the same time as it shall provide such notice to the Named Insured. Failure by the Insurer to provide such notice to any Third Party shall not delay the effective date of cancellation or non-renewal nor shall the Insurer be held liable in any way for such failure.

II. Solely for purposes of this Endorsement, Third Party means any third party, if the Named Insured has agreed pursuant to a written contract to provide notice of cancellation to such third party and if the Named Insured has provided the Insurer with the email address or physical mailing address of such third party at least Thirty (30) days before the effective date of cancellation or non-renewal.



Authorized Representative

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

2. the obtaining by any person, entity, or affiliated group of persons or entities of the right to elect, appoint, or designate at least fifty percent (50%) of the directors of the Named Insured;

then coverage under this Policy will continue in full force and effect until termination of this Policy, but only with respect to Claims for Wrongful Acts that take place before such event. Coverage under this Policy will cease as of the effective date of such event with respect to Claims for Wrongful Acts that take place after such event. This Policy may not be cancelled after the effective time of such event, and the entire premium for this Policy shall be deemed earned as of such time.

B. Termination of a Subsidiary

If before or during the Policy Period an organization ceases to be a Subsidiary, coverage with respect to that Subsidiary and its Insured Persons shall continue until termination of this Policy, but only with respect to Claims for Wrongful Acts that take place prior to the date such organization ceased to be a Subsidiary.

C. In all events, this Policy shall not provide coverage for any Subsidiary, or its Insured Persons in their capacity as such, for Wrongful Acts taking place before such organization qualifies as a Subsidiary or after such Subsidiary ceases to be a Subsidiary.

X. CONDITIONS

A. Action Against the Insurer and Bankruptcy

No action shall lie against the Insurer unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this Policy, nor until the amount of the liability of the Insured to pay shall have been fully and finally determined either by an award or final non-appealable judgment against the Insured after an actual hearing or trial or by written agreement of the Insured, the claimant, and the Insurer. Nothing contained in this Policy shall give any person, legal entity, or organization the right to join the Insurer as a party in any action against any Insured to determine the Insured's liability.

Bankruptcy or insolvency of any Insured or of the Insured's estate shall not relieve the Insurer of any of its obligations hereunder, nor deprive the Insurer of its rights and defenses under this Policy.

B. Subrogation

In the event of any payment under this Policy, the Insurer shall be subrogated to all of the Insured's rights of recovery therefor against any person, legal entity, organization, or other third party. The Insured shall execute and deliver instruments and papers and do whatever else is reasonably necessary to secure such rights and the Insured shall do nothing to prejudice such rights. If the Insurer recovers any amounts paid under this Policy, such amounts shall be applied first to any costs incurred by the Insurer in recovering such amounts, then to any amounts paid by the Insurer in excess of the applicable Limit of Liability, then to reinstate any amounts paid under the applicable Limit of Liability, then to reimbursement of any Self-Insured Retention or amounts in excess thereof paid by the Insured. The Insurer shall have no duty to seek a recovery of any amounts paid under this Policy.

Notwithstanding the foregoing, the Insurer specifically waives its rights of subrogation against any of the Insured's customers or clients, but only to the extent that the Insured agreed,

pursuant to a written agreement, to waive its rights of recovery against such customer or client prior to the occurrence of any Wrongful Act or Pollution Condition.

C. Representations and Severability of the Application

The Insureds represent and acknowledge that the statements, representations, and information contained in the Application are true and complete, are deemed to be incorporated into and a part of this Policy as if physically attached hereto, and that this Policy has been issued in reliance on the truth and completeness of such statements, representations, and information.

In the event the Application contains any untrue or incomplete statement or any omission, and such statement or omission either was made with the intent to deceive or materially affected either the acceptance of the risk or the hazard assumed by the Insurer, then this Policy shall not provide coverage for any Claim arising from the facts that were untrue or incomplete with respect to any Insured Person who had knowledge of the true facts, or any Company and its Subsidiaries if a principal, partner, officer, director, or organizational equivalent of such Company had knowledge of the true facts, whether or not such Insured Person or principal, partner, officer, director, or organizational equivalent of such Company knew the Application contained such untrue or incomplete statement or omission.

D. Other Insurance

This Policy shall be in excess of the amount of the applicable Self-Insured Retention of this Policy and excess of any other insurance or indemnification available to the Insured, whether such insurance or indemnification is collectible or uncollectible, and whether such insurance is stated to be primary, pro rata, contributory, excess, contingent, or otherwise, unless such other insurance is written only as specific excess insurance over the Limits of Liability provided in this Policy.

E. Changes

Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the Insurer shall not affect a waiver or a change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed, except by written endorsement issued by the Insurer and made a part of this Policy.

F. Assignment

Assignment of interest under this Policy shall not bind the Insurer unless its consent is endorsed in writing hereon.

G. Policy Termination

1. Cancellation

a. The Named Insured may cancel this Policy during the Policy Period by giving prior written notice to the Insurer stating when such cancellation shall take effect.

b. The Insurer may cancel this Policy:

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:
2025-1301416

Date Filed:
04/28/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
ID: 25RFSQ35
Utility Coordination and Utility Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ami Goudie, 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 Harris County, State of Texas, on the 28th day of April (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

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2025-1301416

Date Filed:
04/28/2025

Date Acknowledged:
07/10/2025

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

Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ID: 25RFSQ35
Utility Coordination and Utility Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **65.**

Meeting Date: 07/22/2025

License Agreement with Williamson County MUD No 12 for the Rancho Sienna Subdivision

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a license agreement with Williamson County MUD No. 12 for the Rancho Sienna Subdivision.

Background

This license agreement is to allow Williamson County MUD No. 12 to install and maintain license plate readers within the rights-of-way of the Rancho Sienna Subdivision and the boundary of the MUD.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License Agreement MUD No 12

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:51 AM
Form Started By: Misti Schulz		Started On: 07/16/2025 03:20 PM
Final Approval Date: 07/17/2025		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas (the "*County*"), and **WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12**, a political subdivision of the State of Texas (the "*Licensee*"), enter into this License Agreement (the "*Agreement*") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install, operate, maintain and repair a license plate reading camera or cameras and associated equipment (collectively referred to herein as the "*Licensee's Improvements*") in portions of the County's right-of-way. Subject to the terms and conditions of this Agreement, the County grants to Licensee permission to install, repair and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "*Licensed Property*"). The parties acknowledge that this Agreement does not apply to, or affect any interests, rights and obligations regarding water, wastewater, drainage facilities or other utilities located or to be located within the Licensed Property pursuant to any validly issued permits or executed easements related thereto.

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction, repair, operation and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction, repair, operation and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property,

further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than One Million and No/l00 Dollars ($1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION—EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING) AND HOLD HARMLESS COUNTY, AND 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 COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED DUE TO LICENSEE'S USE OF THE LICENSED PROPERTY OR IN CONNECTION WITH

LICENSEE'S IMPROVEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE 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 INDEMNITEE. 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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, LICENSEE'S LICENSED IMPROVEMENTS OR LICENSEE'S USE OF THE LICENSED PROPERTY, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE 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 AN INDEMNITEE HEREUNDER.

VI. CONDITIONS

A. Plan Review. Licensee's Improvements shall not be erected, placed, constructed or altered after being constructed on any of the Licensed Property until Licensee's plans and specifications for Licensee's Improvements have been approved, in writing, by County's Engineer or its authorized representatives. Licensee's required plans and specifications for all proposed improvements shall be submitted to County's Engineer and include necessary and applicable details such as site plan, landscape plans, irrigation plans, exterior elevations, drainage and grading plans and/or exterior materials. Approval of plans is at the sole discretion of the County's Engineer. The County Engineer will review all plans in the normal course of business and will make good faith efforts to issue remarks and approvals without unreasonable delay. Once the required plans and specifications are approved by the County Engineer, Licensee hereby acknowledges and agrees that the development and use of the Licensed Property shall thereafter be in strict compliance with the approved plans and specifications or approved amendments thereto.

B. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

C. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may, in addition to any other remedy set out herein, remove and/or replace all of Licensee's Improvements.

D. Removal or Modification. Licensee agrees that removal or modification of any

improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement; provided, however, any modification to existing Licensee's Improvements must comply with the Plan Review requirements set out herein.

E. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall be effective as of the Effective Date, and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof.

If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. In addition to any other termination rights set out herein, this

Agreement may be revoked and terminated at any time by County if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, revocation and termination of this Agreement is reasonably required by the public interest if:

1. the County deems, in its sole discretion, that Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, the County deems, in its sole discretion, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Except as expressly permitted herein, Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person. Notwithstanding anything contained herein to the contrary, Licensee

will have the right to sub-license its rights hereunder to Flock Group, Inc. ("*Flock Safety*"), provided Flock Safety will comply with the insurance requirements set forth herein, and such sub-license will not release Licensee from performing its obligations under this Agreement, but rather, Licensee and Flock Safety will be jointly and severally liable after the date of such sub-license.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

The address set forth below Licensee's signature block herein below.

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

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

H. Compliance with Laws. Each party to this Agreement 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

I. 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.

J. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

K. 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 or Licensee, or their respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither the County nor the Licensee waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Force Majeure. If the party obligated to perform is prevented from performance by reasons for which they are not responsible or circumstances beyond their control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "*Force Majeure Event*"). For the avoidance of doubt, Force Majeure Events include the Coronavirus (SARS Cov-2) and such related diseases (e.g. COVID- 19) outbreak, 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 and take reasonable efforts undertaken to mitigate its effects.

M. 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 COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "*Effective Date*").

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

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2025 by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

WILLIAMSON MUNICIPAL UTILITY DISTRICT NO. 12, a political subdivision of the State of Texas

By: _____
Andrew Hunt,
President Board of Directors

Date: 5/8/25, 2025

Address for Notice:

Williamson County Municipal Utility District No. 12
c/o Armbrust & Brown, PLLC
Attn: Kimberly S. Beckham
100 Congress Avenue, Suite 1300
Austin, Texas 78701

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 8th day of May, 2025 by Andrew Hunt, President of WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 12, a political subdivision of the state of Texas, on behalf of said political subdivision.

KIMBERLY SHANNON BECKHAM
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 08/07/2027
NOTARY ID 1159336-8

_____
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of Via De Sienna Boulevard, Arrezo Lane and Bonnet Boulevard located within the Rancho Sienna Subdivision and depicted on **Exhibit "A-1"** and depicted on **Exhibit "A-2"**. For reference, the Rancho Sienna Subdivision is generally depicted on **Exhibit "A-3"**.

4909-2726-8112, v. 4

flock safety

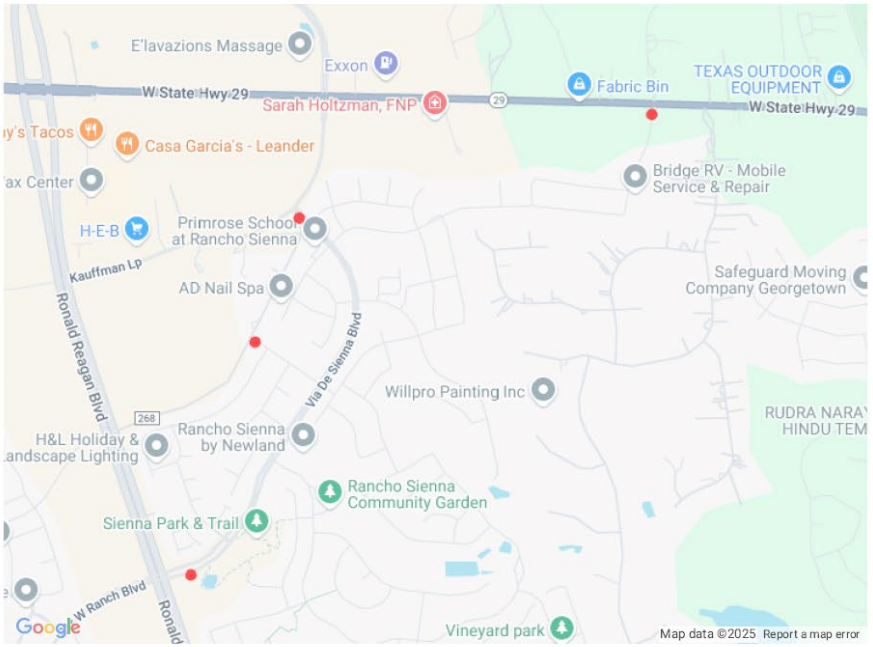
TX – Williamson County MUD 12

FLOCK SAFETY EQUIPMENT INSTALLATION

2025

Index

1	Cover Page
2	Camera Location Information
3–6	Site Plans



Know what's below. Call before you dig.

EXHIBIT "A-1"
LICENSED PROPERTY

Camera Locations

No.	Name	Address	Direction	Lat	Lng	Pole Type	Distance from Roadway (ft)
1	F#001 Via De Sienna Blvd EB from Ronald W Reagan Blvd	300 Montauk Loop, Georgetown, TX 78628-7322, United States	Eastbound	30.622310572865697	-97.82258594487875	Flock Pole – 12 ft	10.9
2	F#002 Via De Sienna Blvd SB from Kauffman Loop	709 Via de Sienna Blvd, Georgetown, TX 78628-2255, United States	Eastbound	30.633623870479195	-97.81859996944294	Flock Pole – 12 ft	4.5
3	F#003 Bonnet Blvd SB from W State Highway 29	90 Bonnet Blvd, Georgetown, TX 78628, United States	Southbound	30.636908518693144	-97.80560619144156	Flock Pole – 12 ft	5.6
4	F#004 Arrezo Ln WB from Florenz Ln	100 Florenz Ln, Georgetown, TX 78628-7067, United States	Eastbound	30.62969278939653	-97.82022344780945	Flock Pole – 12 ft	7

EXHIBIT "A-2"
LICENSED PROPERTY

Property	Value
Camera Number	1
Name	F#001 Via De Sienna Blvd EB from Ronald W Reagan Blvd
Address	300 Montauk Loop, Georgetown, TX 78628-7322, United States
Direction	Eastbound
Lat	30.622310572865697
Lng	-97.82258594487875
Pole Type	Flock Pole - 12 ft
Distance from	10.9

Distance: 4.5 ft.



Property	Value
Camera Number	2
Name	F#002 Via De Sienna Blvd SB from Kauffman Loop
Address	709 Via de Sienna Blvd, Georgetown, TX 78628-2255, United States
Direction	Eastbound
Lat	30.633623870479195
Lng	-97.81859996944294
Pole Type	Flock Pole - 12 ft
Distance	4.5

Position



Location Notes: DS: Please place the camera behind the 35 MPH speed limit sign

Distance: 5.6 ft.



Property	Value
Camera Number	3
Name	F#003 Bonnet Blvd SB from W State Highway 29
Address	90 Bonnet Blvd, Georgetown, TX 78628, United States
Direction	Southbound
Lat	30.636908518693144
Lng	-97.80560619144156
Pole Type	Flock Pole - 12 ft
Distance from	5.6

Position



Location Notes: DS: Please place the cam behind the 25 mph speed limit sign

Distance: 7 ft.



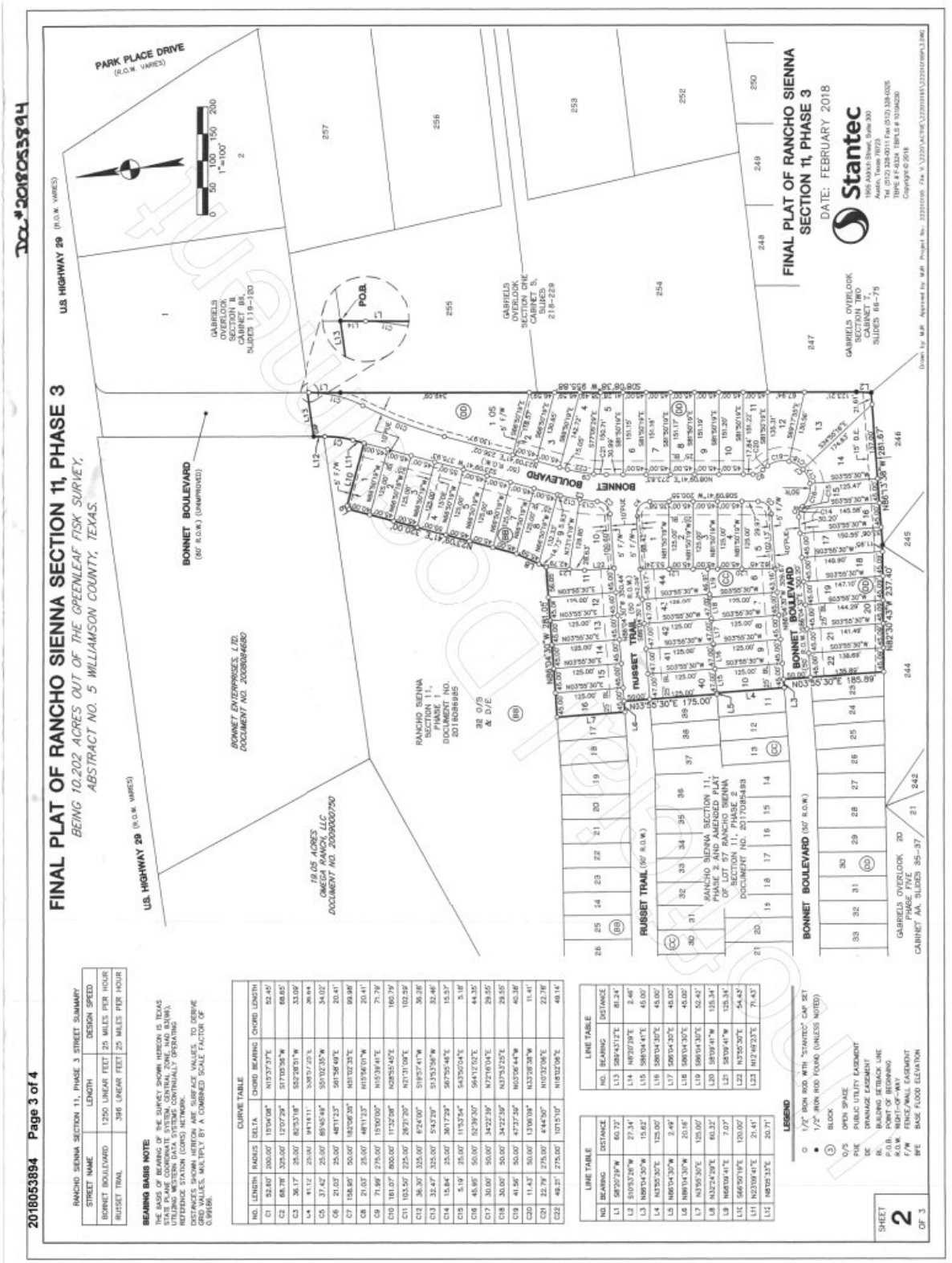
Property	Value
Camera Number	4
Name	F#004 Arrezo Ln WB from Florenz Ln
Address	100 Florenz Ln, Georgetown, TX 78628-7067, United States
Direction	Eastbound
Lat	30.62969278939653
Lng	-97.82022344780945
Pole Type	Flock Pole - 12 ft
Distance from Roadway (ft)	7

Position



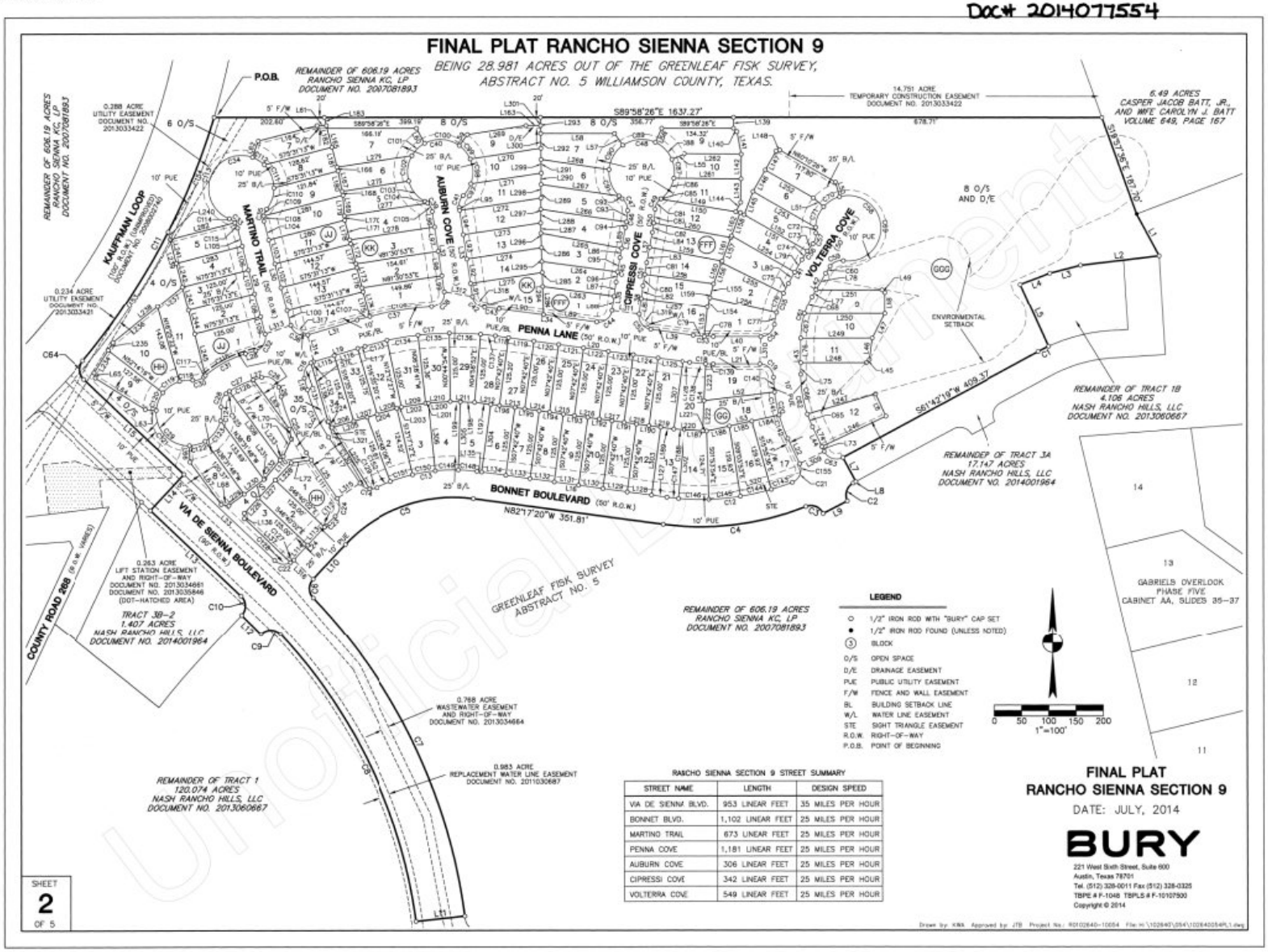
Location Notes: None

EXHIBIT "A-3"
DEPICTION OF SUBDIVISION



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Doc# 2014077554



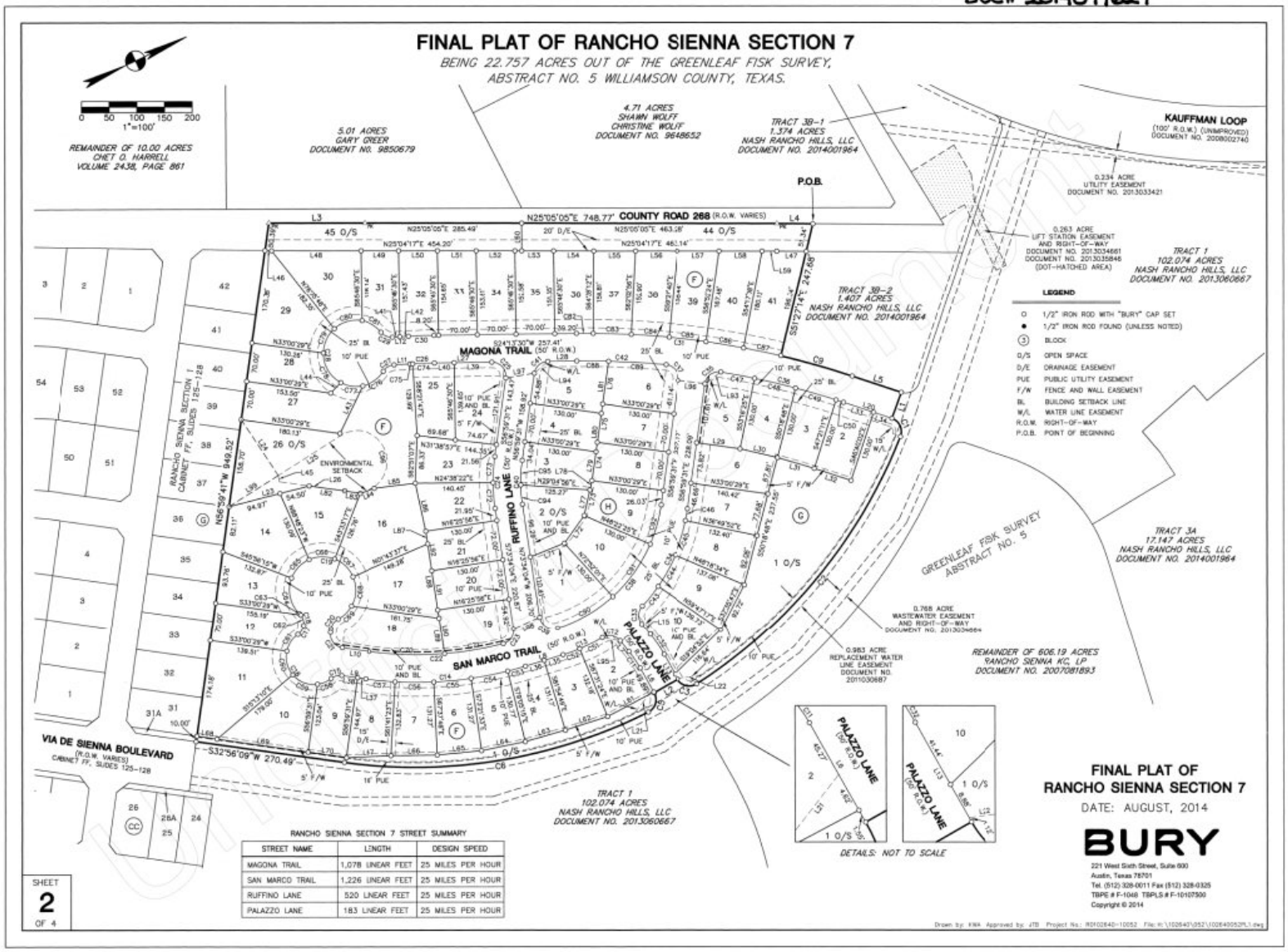
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4909-2726-8112, v. 4

Doc# 2014077627

FINAL PLAT OF RANCHO SIENNA SECTION 7

BEING 22.757 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.



RANCHO SIENNA SECTION 7 STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
MAGONA TRAIL	1,078 LINEAR FEET	25 MILES PER HOUR
SAN MARCO TRAIL	1,226 LINEAR FEET	25 MILES PER HOUR
RUFFINO LANE	520 LINEAR FEET	25 MILES PER HOUR
PALAZZO LANE	183 LINEAR FEET	25 MILES PER HOUR

SHEET 2 OF 4

FINAL PLAT OF RANCHO SIENNA SECTION 7

DATE: AUGUST, 2014

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1046 TBPLS # F-10107500

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Drawn by: KNA Approved by: JTB Project No.: R0102640-10052 File: m:\102640\052\102640052PL1.dwg

Doc# 2019121928

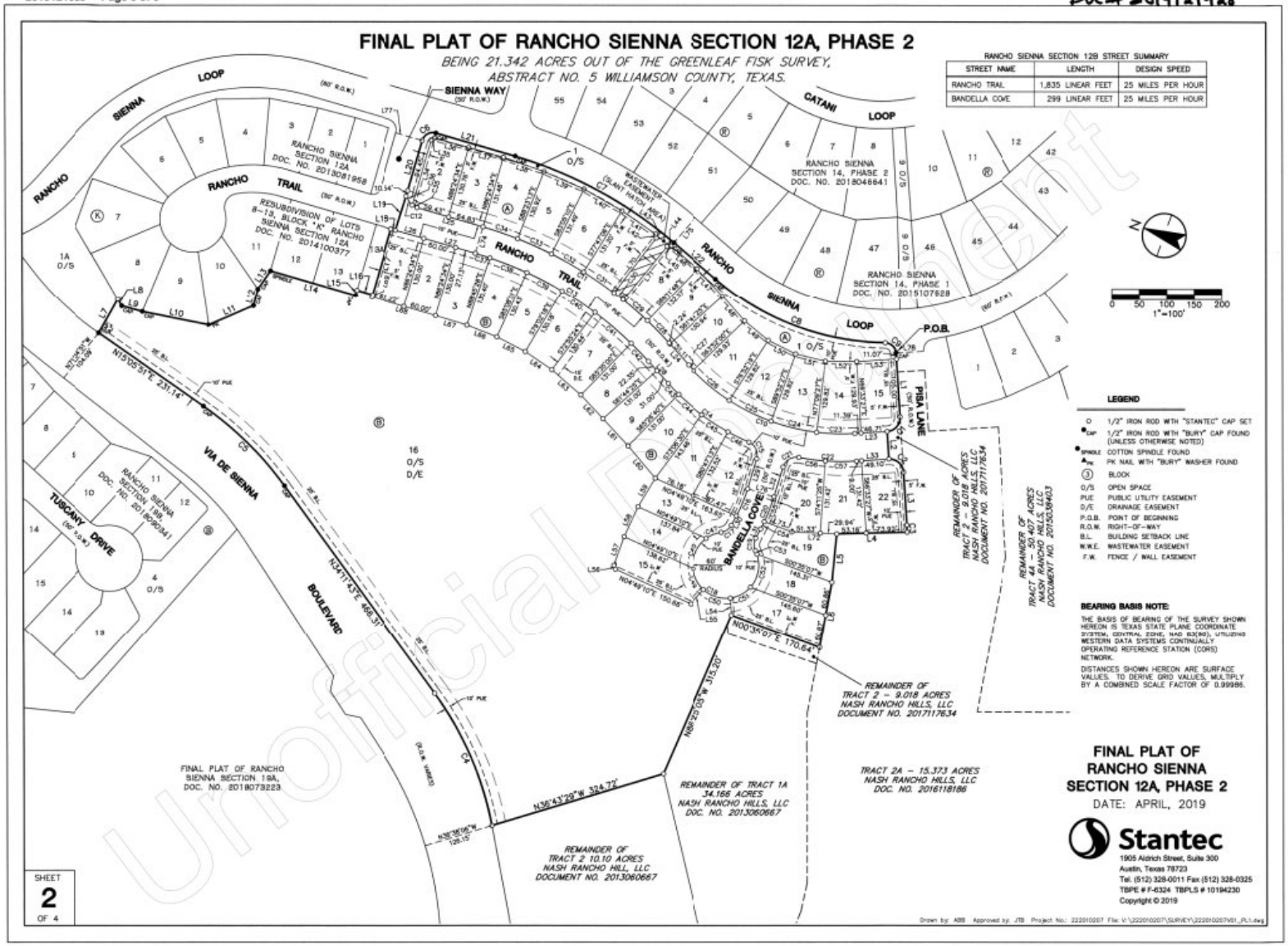
4909-2726-8112, v. 4

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

BEING 21.342 ACRES OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 WILLIAMSON COUNTY, TEXAS.

RANCHO SIENNA SECTION 12B STREET SUMMARY

STREET NAME	LENGTH	DESIGN SPEED
RANCHO TRAIL	1,835 LINEAR FEET	25 MILES PER HOUR
BANDELLA COVE	299 LINEAR FEET	25 MILES PER HOUR



LEGEND

○	1/2" IRON ROD WITH "STANTEC" CAP SET
●CAP	1/2" IRON ROD WITH "BURY" CAP FOUND (UNLESS OTHERWISE NOTED)
●SPINDLE	COTTON SPINDLE FOUND
▲PK	PK NAIL WITH "BURY" WASHER FOUND
(3)	BLOCK
O/S	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
B.L.	BUILDING SETBACK LINE
W.W.E.	WASTEWATER EASEMENT
F.W.	FENCE / WALL EASEMENT

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(2011), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

DISTANCES SHOWN HEREON ARE SURFACE VALUES. TO DERIVE GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 0.99986.

FINAL PLAT OF RANCHO SIENNA SECTION 12A, PHASE 2

DATE: APRIL, 2019

Stantec
1905 Aldrich Street, Suite 300
Austin, Texas 78723
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # 10194230

Copyright © 2019

SHEET 2 OF 4

Drawn by: ABB Approved by: JTB Project No.: 222010207 File: V:\222010207\SURVEY\222010207V01_PL1.dwg

Unofficial Document

Commissioners Court - Regular Session **66.**

Meeting Date: 07/22/2025

Consent and Development Agreement for Williamson County MUD No 60

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

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

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, OP III ATX Georgetown 220, LP, and the proposed Williamson County Municipal Utility District No. 60.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent_and_Development_Agreement_-_WCMUD_60

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:53 AM
Form Started By: Misti Schulz		Started On: 07/17/2025 10:43 AM
Final Approval Date: 07/17/2025		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

OP III ATX GEORGETOWN 220, LP;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 60

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*"), and **OP III ATX Georgetown 220, LP**, a Delaware limited partnership ("*Owner*"). Subsequent to its creation, **Williamson County Municipal Utility District No. 60**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns approximately 219.998 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application filed with the Texas Commission on Environmental Quality (the "*TCEQ*"); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the County's rules and regulations in effect as of the Vesting Date, including the County's Long Range Transportation Plan ("*LRTP*"), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 219.998 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted and as may be amended by the Williamson County Commissioners Court, subject to the terms of this Agreement.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between the Owner and the District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

Vesting Date means July 9, 2024 (the date that County received a complete preliminary plat application ("*Preliminary Plat*") for the Land). This definition will remain in effect until either (i) the Preliminary Plat lapses per Section 3.30 of the County's Subdivision Regulations in effect on July 9, 2024 or (ii) a revised preliminary plat is required per Section 3.31 of the County's Subdivision Regulations in effect on July 9, 2024, in either of which cases, the Vesting Date will be the effective date of this Agreement.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that, except as contemplated by this Agreement, no further action will be required on the part of the County related to the creation of the District. Within ten (10) business days after the County's execution of this Agreement, the County shall withdraw its request for a contested case hearing regarding the creation of the District and withdraw as a party from the TCEQ proceeding under TCEQ Internal Control No. D-09182024-033 (the "*TCEQ Proceeding*"). Failure of the County to withdraw from the TCEQ Proceeding in accordance with this paragraph renders this Agreement null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("*Corridor Project*"). The Owner, or an affiliated entity under common control of the Owner, will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to the County, at no cost to the County, 100% of the right-of-way owned by Owner, or an affiliated entity under common control of the Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B,** within the earlier of thirty (30) days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and that is not otherwise owned by Owner, or any affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way owned by the Owner, or an affiliated entity under common control of Owner required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("*LRTP Arterial(s)*"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, or an affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by the Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from

the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items. The Owner hereby acknowledges and agrees that it shall cause the District creation to include the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provide for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the Land will be developed and the infrastructure required for the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the Land in accordance with the Applicable Rules. Changes or modifications to the Applicable Rules adopted after the Vesting Date will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.01 and shall be developed in accordance the Applicable Rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

Section 4.04. Subdivision Application Processing.

(a) The Owner acknowledges that, as of the effective date of this Agreement, the draft preliminary plat application that it has submitted to the County for a subdivision of the Land has not yet been approved by the Williamson County Commissioners Court and that the draft preliminary plat is not being approved by way of this Agreement. The

County agrees that the following requirements will not be required to obtain approval of the preliminary plat by the Williamson County Commissioners Court but will apply to each phase of development of the Land (each, a "*Phase*"). This section makes no other amendments to the Applicable Rules except as defined herein.

(1) Public Water System: The Owner intends to supply drinking water to each Phase by connecting to an existing public water system. Prior to final plat approval for a Phase, the Owner shall provide to the County a written commitment from the retail public utility. The commitment must state that the retail public utility will provide water service to each lot within the proposed Phase or will have ability to provide service upon completion of construction of any water facilities described on the final plat for such Phase. Additionally, plans and specifications for the proposed water facilities for the Phase shall have been approved by all entities having jurisdiction over the proposed project.

(2) Organized Sewerage Facilities: The Owner intends to develop an organized wastewater collection and treatment system to serve the Land. Prior to final plat approval for a Phase, the Owner shall provide to the County evidence that it has obtained the appropriate permit from the Commission to dispose of wastewater for the build-out of such Phase and plans and specifications for the proposed wastewater collection and treatment facilities for the Phase shall have been approved by all entities having jurisdiction over the proposed project. The final plat for each Phase shall contain a statement that the permit has adequate capacity to treat the total flow anticipated from such Phase. If the approved wastewater treatment facilities are under construction or have been constructed but are not fully operational, the County agrees that pump and haul wastewater service will be allowed to serve the first phase of the development until the facilities are fully operational; and, if required by 30 TAC §285.34(e) because the Commission determines that the wastewater treatment plant wet well constitutes a holding tank for an on-site sewage facility (OSSF) under the Commission's regulations, the County will, if the Owner submits and application to the County meeting the County's OSSF regulations, issue a permit for such holding tank for a period of up to six (6) months, which permit may be extended administratively by the County Engineer for one additional six-month period.

(b) The Owner agrees that it will not submit subdivision construction plans or a final plat application for any Phase to the County prior to approval of the preliminary plat by the Williamson County Commissioners Court.

(c) The Owner further agrees that the preliminary plat shall include a note on its face that states, "A final plat will not approved by the Williamson County Commissioners Court for any portion of this preliminary plat (a "phase") until the Owner has obtained and provided to the County (1) a written commitment from the public water system that is planned to provide water service to the phase stating that the retail public utility will provide service to each lot within the phase and (2) evidence that it has obtained the appropriate permit from the TCEQ to dispose of wastewater for the build-out of the phase and plans and specifications for the proposed wastewater collection and

treatment facilities for the phase shall have been approved by all entities having jurisdiction over the proposed project."

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign this Agreement, in whole or in part, to any affiliated entity under common control of the Owner, to M/I Homes of Austin, LLC, and/or to Taylor Morrison of Texas, Inc. without the County's written consent; provided, however, that the Owner shall provide the County written notice of any such assignment.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue

such cure to completion, the Owner or the District may enforce this Agreement by a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If the Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin the Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for the Owner's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

Owner: OP III ATX Georgetown 220, LP
Attn: Luke Phillippi
500 W. 5th Street, Suite 700
Austin, Texas 78701

District: Williamson County MUD No. 60
c/o Armbrust & Brown, PLLC
Attn: John Bartram
100 Congress Avenue, Suite 1300
Austin, Texas 78701

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time

period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the date executed by the County.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By: _____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2025, by _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

OP III ATX GEORGETOWN 220, LP, a Delaware limited partnership

By: EOP III SUB GP, LLC,a Delaware limited liability company, its Managing General Partner

By:_____

Name: Luke Phillippi

Title: Executive Vice President

Date: 7/10/25

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on July 10th, 2025, by Luke Phillippi, by Luke Phillippi, Executive Vice President of EOP III SUB GP, LLC, a Delaware limited liability company, Managing General Partner of OP III ATX GEORGETOWN 220, LP, a Delaware limited partnership, on behalf of said limited liability company and limited partnership.

Katherine Elizabeth Klemstein
Notary Public Signature

(SEAL)

Katherine Elizabeth Klemstein
My Commission Expires
1/16/2028
Notary ID134715138

THE DISTRICT:

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 60

By:_____

Name:_____

Title: President, Board of Directors

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on_____, 2025, by _____, by the President of the Board of Directors of Williamson County Municipal Utility District No. 60, on behalf of said District.

_____
Notary Public Signature

(SEAL)

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

PAPE-DAWSON ENGINEERS

FIELD NOTES
FOR

A 219.998 TRACT OF LAND SITUATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 426, BEING ALL OF A CALLED 219.998 ACRE TRACT OF LAND CONVEYED TO OP III ATX GEORGETOWN 220, LP, RECORDED IN DOCUMENT NO. 2023085197 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 219.998 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00;

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point on the west boundary line of a Remnant Portion of a called 150 acre tract of land conveyed to Viola E. Horbatsch and Marvin H. Domel, by instrument recorded in Cause No. 02-0495-CP1 of the Probate Records of Williamson County, Texas, said point being the southeast corner of Bell Meadows, Section Three, a subdivision according to the plat recorded in Cabinet R, Slide 205 of the Plat Records of Williamson County, Texas, same being the northeast corner of said 219.998 acre tract for the easternmost northeast corner and **POINT OF BEGINNING** hereof;

THENCE S 21°30'52" E, with the west boundary line of said 150 acre tract, same being the east boundary line of said 219.998 acre tract, a distance of **1432.82 feet** to a Type III TXDOT Monumnent found on the west right-of-way line of SH 130 Tollway, a variable width-right-of-way, said point being the south corner of said 150 acre tract for an angle point hereof;

THENCE, departing the south corner of said 150 acre tract, with the west right-of-way line of said SH 130 Tollway, same being the east boundary line of said 219.998 acre tract, the following two (2) courses and distances:

1. **S 14°03'13" E** for a distance of **515.98 feet** to a ½" iron rod with Illegible cap found for an angle point hereof, and

2. **S 21°05'50" E** for a distance of **1119.19 feet** to a ½" iron rod found on a point on the intersection of the north right-of-way line of County Road 107, a variable width right-of-way, and the west right-of-way line of said SH 130 Tollway, said point being the southeast corner of said 219.998 acre tract for the southeast corner hereof,

THENCE S 68°24'11" W, departing the west right-of-way line of said SH 130 Tollway, with the north right-of-way line of said County Road 107, same being the south boundary line of said 219.998 acre tract, a distance of **2106.67 feet** to a TXDOT Type I Monument found on the southeast corner of a called 8.99 acre tract, conveyed to W.K. Jennings Electric Co. Inc. recorded in Document No. 2020126779 of the Official Public Records of Williamson County, Texas, same being the southwest corner of said 219.998 acre tract for the southwest corner hereof;

THENCE N 21°26'49" W, departing the north right-of-way line of said County Road 107, with the east boundary line of said 8.99 acre tract, in part, with the east boundary line of a called 8.00 acre tract, conveyed to Russell D. Leatherwood and Sally G. Leatherwood, recorded in Document No. 2001076490 of said Official Public Records, and in part, with the east boundary line of a called 10.56 acre tract, conveyed to Harold Aubrey Browne and Karen Lynn Thompson, recorded in Volume 1150, Page 784 of the Official Records of Willaimson County, Texas, same being the west boundary line of said 219.998 acre tract, a distance of **2339.51 feet** to a ½" iron rod found on the northeast corner of said 10.56 acre tract, same being an interior corner of said 219.998 acre tract for an angle point hereof;

THENCE, with the southern boundary line of said 219.998 acre tract, same being, in part, the northern boundary lines of: said 10.56-acre tract, called 10.58 acre tract of land conveyed to Mark Silla and Susan L. Silla, by instrument recorded in Document No. 2000065078 of said Official Public Records and a called 21.12 acre tract of land conveyed to Jane Elizabeth Spangler and Dennis Raymond Spangler, by instrument recorded in Volume 1226, Page 117 of said Official Records, the following four (4) courses and distances:

1. **S 34°30'26" W** for a distance of **545.12 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set for an angle point hereof,

2. **S 06°11'16" E** for a distance of **127.60 feet** to a 60d nail found for an angle point hereof,

3. **S 69°16'24" W** for a distance of **120.55 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set for an angle point hereof, and

4. **S 67°51'28" W** for a distance of **173.75 feet** to a ½" iron rod found on a point being the southeast corner of a called 21.132 acre tract of land conveyed to Pinehurst Builders, LLC, recorded in Document No. 2024007678 of said Official Public Records, same being the southwest corner of said 219.998 tract for the southwest corner hereof;

THENCE N 21°24'07" W, departing the north boundary line of said 21.12-acre tract, with the east boundary line of said 12.132 tract, a distance of **3743.79 feet** to a ½" iron rod found on a point in the south right-of-way line of County Road 105, a variable width right-of-way, said point being the northeast corner of said 12.132 acre tract, same being the northwest corner of said 219.998 acre tract, for the northwest corner hereof;

THENCE, departing the east boundary line of said 12.132 acre tract, with the south right-of-way line of said County Road 105, same being the north boundary line of said 219.998 acre tract, the following two (2) courses and distances:

1. **N 27°00'37" E**, a distance of **320.31 feet** to a ½" iron rod with Illegible cap found for a point of non-tangent curvature hereof;

2. along a non-tangent curve to the right, said curve having a radius of **1432.00 feet**, a central angle of **23°21'52"**, a chord bearing and distance of **N 47°17'42" E, 579.91 feet**, for an arc length of **583.95 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on a point in the west boundary line of Bell Meadows Section One, a subdivision according to the plat recorded in Cabinet O, Slide 95 of said Plat Records, same being the northeast corner of said 219.998 acre tract for the northernmost northeast corner hereof;

THENCE departing the south right-of-way line of said County Road 105, with the west boundary line of Bell Meadows Section One, same being the east boundary line of said 219.998 acre tract, the following four (4) courses and distances:

1. **S 22°00'22" E** for a distance of **177.82 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on an angle point hereof,

2. **S 21°18'20" E** for a distance of **871.55 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on an angle point hereof,

3. **S 21°35'17" E** for a distance of **400.24 feet** to a ½" iron rod with cap stamped "Pape-Dawson" set on an angle point hereof, and

4. **S 21°29'42" E** for a distance of **1568.52 feet** to a ½" iron rod with Illegible cap found on a point being the southwest corner of said Bell Meadows Section One, same being an interior ell corner of said 219.998 acre tract for an angle point hereof;

THENCE N 68°17'02" E, with a north boundary line of said 219.998 acre tract, in part, the south boundary line of said Bell meadows Section One and, in part, the south boundary line of Bell Meadows Section Three, a subdivision according to the plat recorded in Cabinet R, Slide 205 of said Plat Records, a distance of **2172.76 feet** to the **POINT OF BEGINNING** and containing 219.998 acres in the City of Georgetown, Williamson County Texas. Said tract being described in accordance with an exhibit made under Job No. 51452-05 by Pape-Dawson Consulting Engineers, Llc.

PREPARED BY Pape-Dawson Consulting Engineers, Llc.
DATE June 11, 2024
Job No. 51452-05
DOC. ID. H:\Survey\CIVIL\51452-05\MUD\Word\FN51452-05 219.998 Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01

Parker J. Graham

STATE OF TEXAS
REGISTERED
PARKER GRAHAM
5556
PROFESSIONAL
LAND SURVEYOR

PAPE-DAWSON ENGINEERS



JOB NO. 51452-04
DATE JULY 2024
DESIGNER AC
CHECKED SC DRAWN WT
SHEET 1 of 1

WILLIAMSON COUNTY MUD #60
GEORGETOWN, TEXAS
VICINITY MAP

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028801

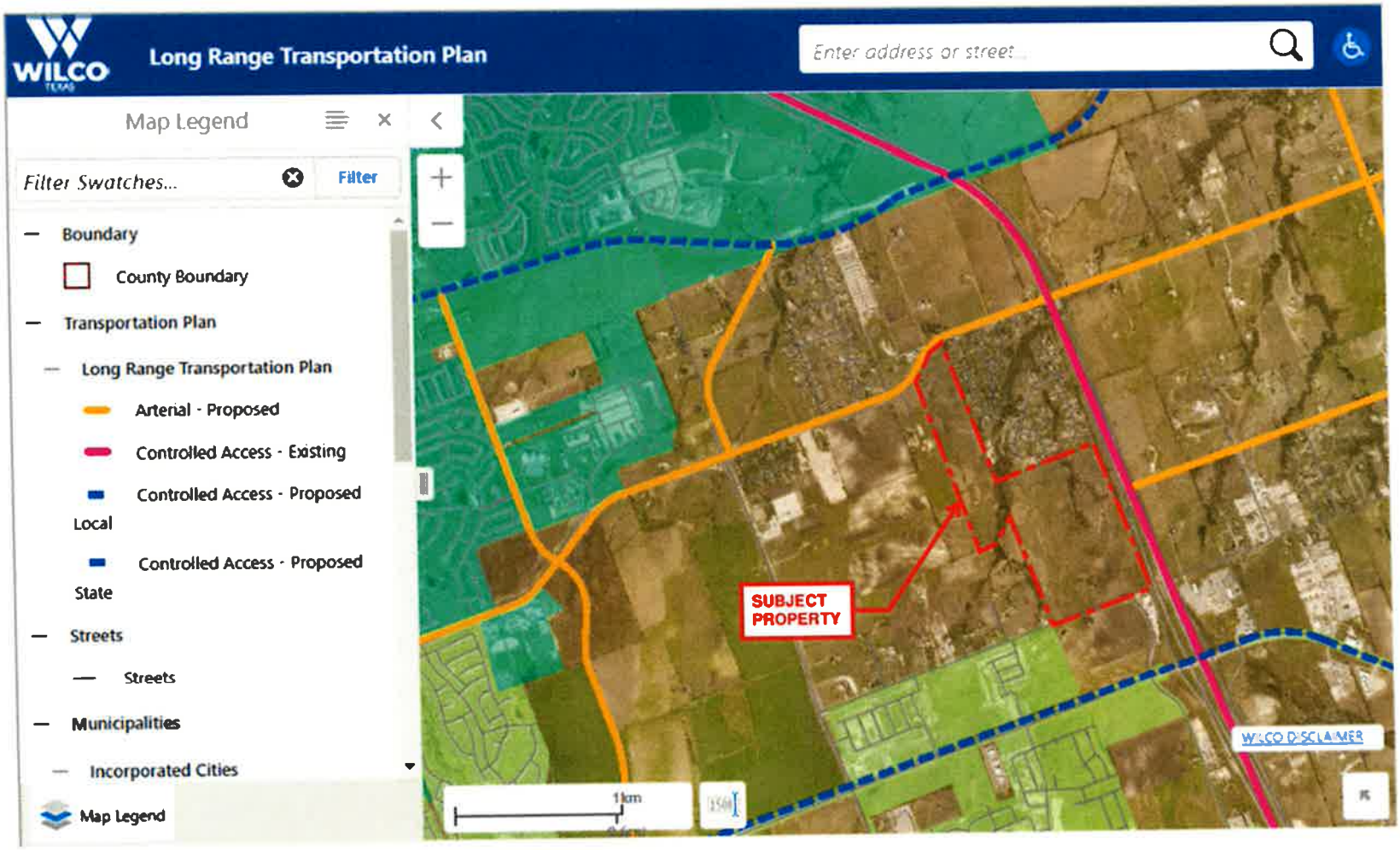
THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

[attached]

EXHIBIT B
Corridor Project and/or LRTP Arterial Locations



Commissioners Court - Regular Session **67.**

Meeting Date: 07/22/2025

Award of IFB #25IFB64 Skyview Drive Bridge to Patin Construction for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #25IFB64 Skyview Drive Bridge to the lowest and best bidder, Patin Construction, for an amount not-to-exceed $1,522,460.00, and authorizing execution of the agreement. The funding source is P708.

Background

Williamson County Purchasing Dept. sent out four thousand three hundred sixty-nine (4,369) notifications with sixty-six (66) document takers and received five (5) vendor submissions. After reviewing all the pertinent information, it was concluded that Patin Construction was found to be responsive, mathematically correct and materially balanced. The contractor has performed similar work on other projects and received positive references from those contacted. Based on the low bid submitted, it is the recommendation of the Director of the Road and Bridge Department that Williamson County award this solicitation #25IFB64 Skyview Drive Bridge to Patin Construction. The funding source is P708 and the points of contact for this project are Matt Williamson and Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Sheet - Patin Construction

All Bid Submittals

Form 1295 - Patin Construction

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:06 AM
Form Started By: Fernando Ramirez		Started On: 07/15/2025 09:23 AM
Final Approval Date: 07/17/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Patin Construction** ("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 # 25IFB64 Skyview Drive Bridge 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 **one million five hundred twenty-two thousand four hundred sixty dollars and zero cents ($1,522,460.00)** , 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 # 25IFB64 Skyview Drive Bridge ; 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: **90 working 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 100 working 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:

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:

Patin Construction

By: _____

Printed Name: Lim Patin

Title: President

Date: 7/14/25

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

JEFF BIRKHEAD
CHIEF ESTIMATOR
jeffe patincon.com

Phone 512-269-1071
Fax _____

July 2, 2025

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

Subject: Recommendation for Skyview Drive Bridge – Bid #25IFB64

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

1.	Patin Construction	$1,522,460.00
2.	Austin Underground	$1,767,587.80
3.	Liberty Civil Construction	$1,800,922.00
4.	CE Barker Ltd	$1,870,629.35
5.	Joe Bland Construction	$2,804,202.00

The Contractor's low base bid is $34,098.00 above the Engineer's Estimate, a cost increase of 2.29%.

In addition to meeting the bid qualifications, Patin Construction has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,522,460.00 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Patin Construction the contract for the Skyview Drive Bridge Project.

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

Sincerely,

James R Williams
FOR
Matt Williamson, P.E.
Director of Road & Bridge

ESTIMATE OF BID QUANTITIES
SKYVIEW DRIVE
WILLIAMSON COUNTY, TX

K.C. ENGINEERING, INC.
FIRM REG NO.: F-977

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS:					
100 7002	PREPARING ROW	STA	5	$7,500.00	$37,500.00
100 7013	TREE PROTECTION (INSTALL)	EA	1	$500.00	$500.00
100 7015	TREE PROTECTION (REMOVE)	EA	1	$250.00	$250.00
104 7046	REMOV CONC (MISC)	SY	2	$500.00	$1,000.00
110 7001	EXCAVATION (ROADWAY)	CY	144	$30.00	$4,320.00
110 7002	EXCAVATION (CHANNEL)	CY	555	$30.00	$16,650.00
132 7001	EMBANK (FNL) (OC) (TY A) (ROADWAY)	CY	665	$15.00	$9,975.00
132 7001A	EMBANK (FNL) (OC) (TY A) (CHANNEL)	CY	10	$15.00	$150.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	1376	$4.00	$5,504.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	1376	$1.00	$1,376.00
166 7001	FERTILIZER	AC	0.3	$2,000.00	$600.00
168 7001	VEGETATIVE WATERING	TGL	52	$100.00	$5,200.00
169 7009	SOIL RET BLKT(SL_MOD_CLAY_SHORT_ROLL)	SY	134	$10.00	$1,340.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	401	$85.00	$34,085.00
260 7003	LIME (QUICKLIME(SLURRY))	TON	23	$350.00	$8,050.00
260 7020	LIME TRT (SUBGRADE) (8")	SY	1203	$20.00	$24,060.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	219	$7.00	$1,533.00
316 7072	ASPH (AC-15P, CHFRS-2P OR CRS-2P)	GAL	380	$7.00	$2,660.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	10	$750.00	$7,500.00
334 7012	HMCL ACP TY-B AC-0.6	TON	2	$500.00	$1,000.00
341 7048	D-GR HMA TY-D PG70-22	TON	121	$500.00	$60,500.00
432 7013	RIPRAP (MOW STRIP)(4 IN)	CY	14	$500.00	$7,000.00
500 7001	MOBILIZATION	LS	1	$45,000.00	$45,000.00
479 7001	*ADJUSTING MANHOLES	EA	1	$1,500.00	$1,500.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$5,000.00	$30,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	39	$40.00	$1,560.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	39	$10.00	$390.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1025	$4.00	$4,100.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	1025	$1.00	$1,025.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	180	$75.00	$13,500.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	180	$15.00	$2,700.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	180	$15.00	$2,700.00
530 7010	DRIVEWAYS (ACP)	SY	45	$75.00	$3,375.00
531 7003	CONC SIDEWALK (6")	SY	19	$100.00	$1,900.00
531 7011	CURB RAMP (TY 10)	EA	2	$2,500.00	$5,000.00
540 7002	MTL W-BEAM GD FEN (STEEL POST)	LF	75	$40.00	$3,000.00
540 7006	MTL BEAM GD FEN TRANS (TL2)	EA	1	$2,000.00	$2,000.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (DAT)	EA	3	$3,500.00	$10,500.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (SGT)	EA	1	$3,500.00	$3,500.00
552 7005	WIRE FENCE (TY D)	LF	247	$15.00	$3,705.00
552 7005A	WIRE FENCE (TY D) (TEMP)	LF	33	$5.00	$165.00
552 7011	WIRE FENCE (REMOVE)	LF	282	$5.00	$1,410.00
560 7001	MAILBOX INSTALL-M (TWG-POST) TY 1	EA	1	$2,000.00	$2,000.00
752 7008	TREE REMOVAL (24"-30" DIA)	EA	1	$2,500.00	$2,500.00
*Note: Contractor shall coordinate with the City of Cedar Park on manhole adjustment specifications and methods.				**ROADWAY TOTAL**	**$372,283.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RETAINING WALL ITEMS:					
423 7013	RETAINING WALL (CONC BLOCK)	SF	783	$50.00	$39,150.00
423 7015	RETAINING WALL (SPREAD FOOTING)	SF	576	$245.00	$141,120.00
450 7008	RAIL (TY T223)	LF	36	$200.00	$7,200.00
450 7034	RAIL (TY C223)	LF	18	$500.00	$9,000.00
				RETAINING WALL TOTAL	**$196,470.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRIDGE ITEMS:					
400 7010	CEM STABIL BKFL	CY	130	$300.00	$39,000.00
403 7001	TEMPORARY SPL SHORING	SF	709	$25.00	$17,725.00
416 7002	DRILL SHAFT (18 IN)	LF	32	$450.00	$14,400.00
416 7006	DRILL SHAFT (36 IN)	LF	144	$900.00	$129,600.00
416 7007	DRILL SHAFT (42 IN)	LF	342	$585.00	$200,070.00
420 7012	CL C CONC (ABUT)	CY	47.8	$1,500.00	$71,700.00
420 7022	CL C CONC (CAP)	CY	21.8	$1,500.00	$32,700.00
422 7001	REINF CONC SLAB	SF	1920	$30.00	$57,600.00
422 7012	BRIDGE SIDEWALK	SF	420	$50.00	$21,000.00
422 7013	APPROACH SLAB	CY	49.6	$1,000.00	$49,600.00
423 7019	RETAINING WALL (DRILL SHAFT) (FASCIA)	SF	607	$100.00	$60,700.00
425 7001	PRESTR CONC GIRDER (TX28)	LF	297.8	$340.00	$101,252.00
432 7002	RIPRAP (CONC)(5IN)	CY	52	$600.00	$31,200.00
442 7007	STR STEEL (MISC NON-BRIDGE)	LB	161	$60.00	$9,660.00
450 7008	RAIL (TY T223)	LF	77	$200.00	$15,440.00
450 7034	RAIL (TY C223)	LF	75	$500.00	$37,500.00
454 7003	ARMOR JOINT (SEALED)	LF	46	$160.00	$7,360.00
496 7006	REMOV STR (HEADWALL)	EA	4	$2,000.00	$8,000.00
496 7007	REMOV STR (PIPE)	LF	120	$40.00	$4,800.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	240	$75.00	$18,000.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	240	$15.00	$3,600.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	240	$15.00	$3,600.00
512 7071	PORT CTB (PINNING)	LF	128	$150.00	$19,200.00
				BRIDGE TOTAL	**$953,707.00**

PROJECT TOTAL		**$1,522,460.00**

ESTIMATE OF BID QUANTITIES
SKYVIEW DRIVE
WILLIAMSON COUNTY, TX

K.C. ENGINEERING, INC.
FIRM REG NO.: F-977

Austin Underground

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS:					
100 7002	PREPARING ROW	STA	5	$15,000.00	$75,000.00
100 7013	TREE PROTECTION (INSTALL)	EA	1	$300.00	$300.00
100 7015	TREE PROTECTION (REMOVE)	EA	1	$90.00	$90.00
104 7046	REMOV CONC (MISC)	SY	2	$390.00	$780.00
110 7001	EXCAVATION (ROADWAY)	CY	144	$100.00	$14,400.00
110 7002	EXCAVATION (CHANNEL)	CY	555	$13.00	$7,215.00
132 7001	EMBANK (FNL) (OC) (TY A) (ROADWAY)	CY	665	$30.00	$19,950.00
132 7001A	EMBANK (FNL) (OC) (TY A) (CHANNEL)	CY	10	$250.00	$2,500.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	1376	$5.50	$7,568.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	1376	$2.30	$3,164.80
166 7001	FERTILIZER	AC	0.3	$5,900.00	$1,770.00
168 7001	VEGETATIVE WATERING	TGL	52	$50.00	$2,600.00
169 7009	SOIL RET BLKT(SL_MOD_CLAY_SHORT_ROLL)	SY	134	$22.00	$2,948.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	401	$160.00	$64,160.00
260 7003	LIME (QUICKLIME(SLURRY))	TON	23	$390.00	$8,970.00
260 7020	LIME TRT (SUBGRADE) (8")	SY	1203	$20.00	$24,060.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	219	$10.00	$2,190.00
316 7072	ASPH (AC-15P, CHFRS-2P OR CRS-2P)	GAL	380	$5.50	$2,090.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	10	$430.00	$4,300.00
334 7012	HMCL ACP TY-B AC-0.6	TON	2	$820.00	$1,640.00
341 7048	D-GR HMA TY-D PG70-22	TON	121	$270.00	$32,670.00
432 7013	RIPRAP (MOW STRIP)(4 IN)	CY	14	$1,300.00	$18,200.00
500 7001	MOBILIZATION	LS	1	$164,000.00	$164,000.00
479 7001	*ADJUSTING MANHOLES	EA	1	$4,100.00	$4,100.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$5,300.00	$31,800.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	39	$84.00	$3,276.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	39	$36.00	$1,404.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1025	$5.00	$5,125.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	1025	$1.80	$1,845.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	180	$40.00	$7,200.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	180	$18.00	$3,240.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	180	$22.00	$3,960.00
530 7010	DRIVEWAYS (ACP)	SY	45	$720.00	$32,400.00
531 7003	CONC SIDEWALK (6")	SY	19	$310.00	$5,890.00
531 7011	CURB RAMP (TY 10)	EA	2	$2,400.00	$4,800.00
540 7002	MTL W-BEAM GD FEN (STEEL POST)	LF	75	$69.00	$5,175.00
540 7006	MTL BEAM GD FEN TRANS (TL2)	EA	1	$1,950.00	$1,950.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (DAT)	EA	3	$3,100.00	$9,300.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (SGT)	EA	1	$5,000.00	$5,000.00
552 7005	WIRE FENCE (TY D)	LF	247	$20.00	$4,940.00
552 7005A	WIRE FENCE (TY D) (TEMP)	LF	33	$20.00	$660.00
552 7011	WIRE FENCE (REMOVE)	LF	282	$7.50	$2,115.00
560 7001	MAILBOX INSTALL-M (TWG-POST) TY 1	EA	1	$1,400.00	$1,400.00
752 7008	TREE REMOVAL (24"-30" DIA)	EA	1	$1,200.00	$1,200.00
*Note: Contractor shall coordinate with the City of Cedar Park on manhole adjustment specifications and methods.				**ROADWAY TOTAL**	**$597,345.80**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RETAINING WALL ITEMS:					
423 7013	RETAINING WALL (CONC BLOCK)	SF	783	$51.00	$39,933.00
423 7015	RETAINING WALL (SPREAD FOOTING)	SF	576	$140.00	$80,640.00
450 7008	RAIL (TY T223)	LF	36	$320.00	$11,520.00
450 7034	RAIL (TY C223)	LF	18	$430.00	$7,740.00
				RETAINING WALL TOTAL	**$139,833.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRIDGE ITEMS:					
400 7010	CEM STABIL BKFL	CY	130	$190.00	$24,700.00
403 7001	TEMPORARY SPL SHORING	SF	709	$40.00	$28,360.00
416 7002	DRILL SHAFT (18 IN)	LF	32	$460.00	$14,720.00
416 7006	DRILL SHAFT (36 IN)	LF	144	$900.00	$129,600.00
416 7007	DRILL SHAFT (42 IN)	LF	342	$460.00	$157,320.00
420 7012	CL C CONC (ABUT)	CY	47.8	$1,500.00	$71,700.00
420 7022	CL C CONC (CAP)	CY	21.8	$2,300.00	$50,140.00
422 7001	REINF CONC SLAB	SF	1920	$65.00	$124,800.00
422 7012	BRIDGE SIDEWALK	SF	420	$20.00	$8,400.00
422 7013	APPROACH SLAB	CY	49.6	$1,300.00	$64,480.00
423 7019	RETAINING WALL (DRILL SHAFT) (FASCIA)	SF	607	$59.00	$35,813.00
425 7001	PRESTR CONC GIRDER (TX28)	LF	297.8	$420.00	$125,076.00
432 7002	RIPRAP (CONC)(5IN)	CY	52	$1,100.00	$57,200.00
442 7007	STR STEEL (MISC NON-BRIDGE)	LB	161	$72.00	$11,592.00
450 7008	RAIL (TY T223)	LF	77	$250.00	$19,300.00
450 7034	RAIL (TY C223)	LF	75	$440.00	$33,000.00
454 7003	ARMOR JOINT (SEALED)	LF	46	$890.00	$40,940.00
496 7006	REMOV STR (HEADWALL)	EA	4	$2,400.00	$9,600.00
496 7007	REMOV STR (PIPE)	LF	120	$7.50	$900.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	240	$40.00	$9,600.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	240	$14.00	$3,360.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	240	$19.00	$4,560.00
512 7071	PORT CTB (PINNING)	LF	128	$41.00	$5,248.00
				BRIDGE TOTAL	**$1,030,409.00**

PROJECT TOTAL	**$1,767,587.80**

ESTIMATE OF BID QUANTITIES
SKYVIEW DRIVE
WILLIAMSON COUNTY, TX

K.C. ENGINEERING, INC.
FIRM REG NO.: F-977

CE Barker Ltd

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS:					
100 7002	PREPARING ROW	STA	5	$36,000.00	$180,000.00
100 7013	TREE PROTECTION (INSTALL)	EA	1	$1,848.84	$1,848.84
100 7015	TREE PROTECTION (REMOVE)	EA	1	$616.28	$616.28
104 7046	REMOV CONC (MISC)	SY	2	$647.10	$1,294.20
110 7001	EXCAVATION (ROADWAY)	CY	144	$32.35	$4,658.40
110 7002	EXCAVATION (CHANNEL)	CY	555	$32.35	$17,954.25
132 7001	EMBANK (FNL) (OC) (TY A) (ROADWAY)	CY	665	$32.35	$21,512.75
132 7001A	EMBANK (FNL) (OC) (TY A) (CHANNEL)	CY	10	$32.35	$323.50
160 7002	FURN & PLACE TOPSOIL (4")	SY	1376	$6.47	$8,902.72
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	1376	$1.85	$2,545.60
166 7001	FERTILIZER	AC	0.3	$5,546.53	$1,663.96
168 7001	VEGETATIVE WATERING	TGL	52	$86.28	$4,486.56
169 7009	SOIL RET BLKT(SL_MOD_CLAY_SHORT_ROLL)	SY	134	$9.24	$1,238.16
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	401	$87.75	$35,187.75
260 7003	LIME (QUICKLIME(SLURRY))	TON	23	$367.30	$8,447.90
260 7020	LIME TRT (SUBGRADE) (8")	SY	1203	$8.63	$10,381.89
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	219	$6.47	$1,416.93
316 7072	ASPH (AC-15P, CHFRS-2P OR CRS-2P)	GAL	380	$5.73	$2,177.40
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	10	$449.89	$4,498.90
334 7012	HMCL ACP TY-B AC-0.6	TON	2	$711.19	$1,422.38
341 7048	D-GR HMA TY-D PG70-22	TON	121	$711.19	$86,053.99
432 7013	RIPRAP (MOW STRIP)(4 IN)	CY	14	$680.99	$9,533.86
500 7001	MOBILIZATION	LS	1	$170,000.00	$170,000.00
479 7001	*ADJUSTING MANHOLES	EA	1	$1,294.19	$1,294.19
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$7,210.49	$43,262.94
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	39	$64.71	$2,523.69
506 7011	ROCK FILTER DAMS (REMOVE)	LF	39	$58.55	$2,283.45
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1025	$6.78	$6,949.50
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	1025	$1.85	$1,896.25
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	180	$99.22	$17,859.60
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	180	$12.94	$2,329.20
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	180	$12.94	$2,329.20
530 7010	DRIVEWAYS (ACP)	SY	45	$184.88	$8,319.60
531 7003	CONC SIDEWALK (6")	SY	19	$104.12	$1,978.28
531 7011	CURB RAMP (TY 10)	EA	2	$1,417.45	$2,834.90
540 7002	MTL W-BEAM GD FEN (STEEL POST)	LF	75	$43.14	$3,235.50
540 7006	MTL BEAM GD FEN TRANS (TL2)	EA	1	$3,081.41	$3,081.41
544 7001	GUARDRAIL END TREATMENT (INSTALL) (DAT)	EA	3	$3,081.41	$9,244.23
544 7001	GUARDRAIL END TREATMENT (INSTALL) (SGT)	EA	1	$4,313.97	$4,313.97
552 7005	WIRE FENCE (TY D)	LF	247	$61.63	$15,222.61
552 7005A	WIRE FENCE (TY D) (TEMP)	LF	33	$61.63	$2,033.79
552 7011	WIRE FENCE (REMOVE)	LF	282	$12.33	$3,477.06
560 7001	MAILBOX INSTALL-M (TWG-POST) TY 1	EA	1	$616.28	$616.28
752 7008	TREE REMOVAL (24"-30" DIA)	EA	1	$2,465.13	$2,465.13
*Note: Contractor shall coordinate with the City of Cedar Park on manhole adjustment specifications and methods.				**ROADWAY TOTAL**	**$713,717.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RETAINING WALL ITEMS:					
423 7013	RETAINING WALL (CONC BLOCK)	SF	783	$59.40	$46,510.20
423 7015	RETAINING WALL (SPREAD FOOTING)	SF	576	$102.71	$59,160.96
450 7008	RAIL (TY T223)	LF	36	$191.05	$6,877.80
450 7034	RAIL (TY C223)	LF	18	$215.70	$3,882.60
				RETAINING WALL TOTAL	**$116,431.56**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRIDGE ITEMS:					
400 7010	CEM STABIL BKFL	CY	130	$178.72	$23,233.60
403 7001	TEMPORARY SPL SHORING	SF	709	$12.94	$9,174.46
416 7002	DRILL SHAFT (18 IN)	LF	32	$401.35	$12,843.20
416 7006	DRILL SHAFT (36 IN)	LF	144	$561.83	$80,903.52
416 7007	DRILL SHAFT (42 IN)	LF	342	$805.57	$275,504.94
420 7012	CL C CONC (ABUT)	CY	47.8	$2,561.80	$122,454.04
420 7022	CL C CONC (CAP)	CY	21.8	$2,092.27	$45,611.49
422 7001	REINF CONC SLAB	SF	1920	$39.87	$76,550.40
422 7012	BRIDGE SIDEWALK	SF	420	$15.43	$6,480.60
422 7013	APPROACH SLAB	CY	49.6	$1,060.82	$52,616.67
423 7019	RETAINING WALL (DRILL SHAFT) (FASCIA)	SF	607	$118.36	$71,844.52
425 7001	PRESTR CONC GIRDER (TX28)	LF	297.8	$329.43	$98,104.25
432 7002	RIPRAP (CONC)(5IN)	CY	52	$936.75	$48,711.00
442 7007	STR STEEL (MISC NON-BRIDGE)	LB	161	$89.36	$14,386.96
450 7008	RAIL (TY T223)	LF	77	$191.05	$14,749.06
450 7034	RAIL (TY C223)	LF	75	$215.70	$16,177.50
454 7003	ARMOR JOINT (SEALED)	LF	46	$194.13	$8,929.98
496 7006	REMOV STR (HEADWALL)	EA	4	$6,470.95	$25,883.80
496 7007	REMOV STR (PIPE)	LF	120	$43.14	$5,176.80
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	240	$99.22	$23,812.80
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	240	$12.94	$3,105.60
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	240	$12.94	$3,105.60
512 7071	PORT CTB (PINNING)	LF	128	$8.75	$1,120.00
				BRIDGE TOTAL	**$1,040,480.79**

		PROJECT TOTAL	**$1,870,629.35**

ESTIMATE OF BID QUANTITIES
SKYVIEW DRIVE
WILLIAMSON COUNTY, TX

K.C. ENGINEERING, INC.
FIRM REG NO.: F-977

Joe Bland Construction

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS:					
100 7002	PREPARING ROW	STA	5	$20,000.00	$100,000.00
100 7013	TREE PROTECTION (INSTALL)	EA	1	$850.00	$850.00
100 7015	TREE PROTECTION (REMOVE)	EA	1	$75.00	$75.00
104 7046	REMOV CONC (MISC)	SY	2	$2,250.00	$4,500.00
110 7001	EXCAVATION (ROADWAY)	CY	144	$125.00	$18,000.00
110 7002	EXCAVATION (CHANNEL)	CY	555	$75.00	$41,625.00
132 7001	EMBANK (FNL) (OC) (TY A) (ROADWAY)	CY	665	$75.00	$49,875.00
132 7001A	EMBANK (FNL) (OC) (TY A) (CHANNEL)	CY	10	$180.00	$1,800.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	1376	$16.00	$22,016.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	1376	$2.00	$2,752.00
166 7001	FERTILIZER	AC	0.3	$3,500.00	$1,050.00
168 7001	VEGETATIVE WATERING	TGL	52	$150.00	$7,800.00
169 7009	SOIL RET BLKT(SL_MOD_CLAY_SHORT_ROLL)	SY	134	$5.00	$670.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	401	$130.00	$52,130.00
260 7003	LIME (QUICKLIME(SLURRY))	TON	23	$450.00	$10,350.00
260 7020	LIME TRT (SUBGRADE) (8")	SY	1203	$55.00	$66,165.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	219	$12.00	$2,628.00
316 7072	ASPH (AC-15P, CHFRS-2P OR CRS-2P)	GAL	380	$16.00	$6,080.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	10	$2,350.00	$23,500.00
334 7012	HMCL ACP TY-B AC-0.6	TON	2	$375.00	$750.00
341 7048	D-GR HMA TY-D PG70-22	TON	121	$375.00	$45,375.00
432 7013	RIPRAP (MOW STRIP)(4 IN)	CY	14	$770.00	$10,780.00
500 7001	MOBILIZATION	LS	1	$95,000.00	$95,000.00
479 7001	*ADJUSTING MANHOLES	EA	1	$10,000.00	$10,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$30,000.00	$180,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	39	$200.00	$7,800.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	39	$130.00	$5,070.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1025	$5.00	$5,125.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	1025	$2.00	$2,050.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	180	$110.00	$19,800.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	180	$55.00	$9,900.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	180	$20.00	$3,600.00
530 7010	DRIVEWAYS (ACP)	SY	45	$95.00	$4,275.00
531 7003	CONC SIDEWALK (6")	SY	19	$315.00	$5,985.00
531 7011	CURB RAMP (TY 10)	EA	2	$3,170.00	$6,340.00
540 7002	MTL W-BEAM GD FEN (STEEL POST)	LF	75	$55.00	$4,125.00
540 7006	MTL BEAM GD FEN TRANS (TL2)	EA	1	$2,000.00	$2,000.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (DAT)	EA	3	$3,100.00	$9,300.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (SGT)	EA	1	$4,700.00	$4,700.00
552 7005	WIRE FENCE (TY D)	LF	247	$25.00	$6,175.00
552 7005A	WIRE FENCE (TY D) (TEMP)	LF	33	$12.00	$396.00
552 7011	WIRE FENCE (REMOVE)	LF	282	$12.00	$3,384.00
560 7001	MAILBOX INSTALL-M (TWG-POST) TY 1	EA	1	$1,375.00	$1,375.00
752 7008	TREE REMOVAL (24"-30" DIA)	EA	1	$2,150.00	$2,150.00
*Note: Contractor shall coordinate with the City of Cedar Park on manhole adjustment specifications and methods.				**ROADWAY TOTAL**	**$857,321.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RETAINING WALL ITEMS:					
423 7013	RETAINING WALL (CONC BLOCK)	SF	783	$120.00	$93,960.00
423 7015	RETAINING WALL (SPREAD FOOTING)	SF	576	$245.00	$141,120.00
450 7008	RAIL (TY T223)	LF	36	$335.00	$12,060.00
450 7034	RAIL (TY C223)	LF	18	$455.00	$8,190.00
				RETAINING WALL TOTAL	**$255,330.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRIDGE ITEMS:					
400 7010	CEM STABIL BKFL	CY	130	$615.00	$79,950.00
403 7001	TEMPORARY SPL SHORING	SF	709	$180.00	$127,620.00
416 7002	DRILL SHAFT (18 IN)	LF	32	$500.00	$16,000.00
416 7006	DRILL SHAFT (36 IN)	LF	144	$640.00	$92,160.00
416 7007	DRILL SHAFT (42 IN)	LF	342	$875.00	$299,250.00
420 7012	CL C CONC (ABUT)	CY	47.8	$2,320.00	$110,896.00
420 7022	CL C CONC (CAP)	CY	21.8	$2,485.00	$54,173.00
422 7001	REINF CONC SLAB	SF	1920	$80.00	$153,600.00
422 7012	BRIDGE SIDEWALK	SF	420	$30.00	$12,600.00
422 7013	APPROACH SLAB	CY	49.6	$1,240.00	$61,504.00
423 7019	RETAINING WALL (DRILL SHAFT) (FASCIA)	SF	607	$150.00	$91,050.00
425 7001	PRESTR CONC GIRDER (TX28)	LF	297.8	$1,020.00	$303,756.00
432 7002	RIPRAP (CONC)(5IN)	CY	52	$1,120.00	$58,240.00
442 7007	STR STEEL (MISC NON-BRIDGE)	LB	161	$65.00	$10,465.00
450 7008	RAIL (TY T223)	LF	77	$335.00	$25,862.00
450 7034	RAIL (TY C223)	LF	75	$455.00	$34,125.00
454 7003	ARMOR JOINT (SEALED)	LF	46	$350.00	$16,100.00
496 7006	REMOV STR (HEADWALL)	EA	4	$14,500.00	$58,000.00
496 7007	REMOV STR (PIPE)	LF	120	$65.00	$7,800.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	240	$170.00	$40,800.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	240	$65.00	$15,600.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	240	$65.00	$15,600.00
512 7071	PORT CTB (PINNING)	LF	128	$50.00	$6,400.00
				BRIDGE TOTAL	**$1,691,551.00**

PROJECT TOTAL		**$2,804,202.00**

ESTIMATE OF BID QUANTITIES
SKYVIEW DRIVE
WILLIAMSON COUNTY, TX

K.C. ENGINEERING, INC.
FIRM REG NO.: F-977

Liberty Civil Construction

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS:					
100 7002	PREPARING ROW	STA	5	$12,903.81	$64,519.05
100 7013	TREE PROTECTION (INSTALL)	EA	1	$839.41	$839.41
100 7015	TREE PROTECTION (REMOVE)	EA	1	$132.63	$132.63
104 7046	REMOV CONC (MISC)	SY	2	$10.55	$21.10
110 7001	EXCAVATION (ROADWAY)	CY	144	$61.40	$8,841.60
110 7002	EXCAVATION (CHANNEL)	CY	555	$88.64	$49,195.20
132 7001	EMBANK (FNL) (OC) (TY A) (ROADWAY)	CY	665	$66.31	$44,096.15
132 7001A	EMBANK (FNL) (OC) (TY A) (CHANNEL)	CY	10	$65.32	$653.20
160 7002	FURN & PLACE TOPSOIL (4")	SY	1376	$3.46	$4,760.96
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	1376	$4.13	$5,682.88
166 7001	FERTILIZER	AC	0.3	$7,285.53	$2,185.66
168 7001	VEGETATIVE WATERING	TGL	52	$28.72	$1,493.44
169 7009	SOIL RET BLKT(SL_MOD_CLAY_SHORT_ROLL)	SY	134	$6.07	$813.38
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	401	$221.35	$88,761.35
260 7003	LIME (QUICKLIME(SLURRY))	TON	23	$361.85	$8,322.55
260 7020	LIME TRT (SUBGRADE) (8")	SY	1203	$18.95	$22,796.85
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	219	$12.92	$2,829.48
316 7072	ASPH (AC-15P, CHFRS-2P OR CRS-2P)	GAL	380	$16.57	$6,296.60
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	10	$2,351.47	$23,514.70
334 7012	HMCL ACP TY-B AC-0.6	TON	2	$2,671.37	$5,342.74
341 7048	D-GR HMA TY-D PG70-22	TON	121	$378.06	$45,745.26
432 7013	RIPRAP (MOW STRIP)(4 IN)	CY	14	$1,114.78	$15,606.92
500 7001	MOBILIZATION	LS	1	$59,999.06	$59,999.06
479 7001	*ADJUSTING MANHOLES	EA	1	$664.93	$664.93
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$5,826.99	$34,961.94
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	39	$65.89	$2,569.71
506 7011	ROCK FILTER DAMS (REMOVE)	LF	39	$21.03	$820.17
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1025	$6.72	$6,888.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	1025	$1.03	$1,055.75
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	180	$98.56	$17,740.80
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	180	$22.86	$4,114.80
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	180	$22.86	$4,114.80
530 7010	DRIVEWAYS (ACP)	SY	45	$237.23	$10,675.35
531 7003	CONC SIDEWALK (6")	SY	19	$160.13	$3,042.47
531 7011	CURB RAMP (TY 10)	EA	2	$1,395.79	$2,791.58
540 7002	MTL W-BEAM GD FEN (STEEL POST)	LF	75	$64.66	$4,849.50
540 7006	MTL BEAM GD FEN TRANS (TL2)	EA	1	$2,610.65	$2,610.65
544 7001	GUARDRAIL END TREATMENT (INSTALL) (DAT)	EA	3	$3,339.21	$10,017.63
544 7001	GUARDRAIL END TREATMENT (INSTALL) (SGT)	EA	1	$5,282.02	$5,282.02
552 7005	WIRE FENCE (TY D)	LF	247	$18.21	$4,497.87
552 7005A	WIRE FENCE (TY D) (TEMP)	LF	33	$9.71	$320.43
552 7011	WIRE FENCE (REMOVE)	LF	282	$13.34	$3,761.88
560 7001	MAILBOX INSTALL-M (TWG-POST) TY 1	EA	1	$1,457.11	$1,457.11
752 7008	TREE REMOVAL (24"-30" DIA)	EA	1	$1,453.26	$1,453.26
*Note: Contractor shall coordinate with the City of Cedar Park on manhole adjustment specifications and methods.				**ROADWAY TOTAL**	**$586,140.82**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RETAINING WALL ITEMS:					
423 7013	RETAINING WALL (CONC BLOCK)	SF	783	$91.32	$71,503.56
423 7015	RETAINING WALL (SPREAD FOOTING)	SF	576	$141.53	$81,521.28
450 7008	RAIL (TY T223)	LF	36	$311.46	$11,212.56
450 7034	RAIL (TY C223)	LF	18	$415.28	$7,475.04
				RETAINING WALL TOTAL	**$171,712.44**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRIDGE ITEMS:					
400 7010	CEM STABIL BKFL	CY	130	$243.62	$31,670.60
403 7001	TEMPORARY SPL SHORING	SF	709	$35.83	$25,403.47
416 7002	DRILL SHAFT (18 IN)	LF	32	$403.82	$12,922.24
416 7006	DRILL SHAFT (36 IN)	LF	144	$1,038.40	$149,529.60
416 7007	DRILL SHAFT (42 IN)	LF	342	$576.89	$197,296.38
420 7012	CL C CONC (ABUT)	CY	47.8	$1,609.15	$76,917.37
420 7022	CL C CONC (CAP)	CY	21.8	$1,338.11	$29,170.80
422 7001	REINF CONC SLAB	SF	1920	$50.65	$97,248.00
422 7012	BRIDGE SIDEWALK	SF	420	$16.96	$7,123.20
422 7013	APPROACH SLAB	CY	49.6	$891.29	$44,207.98
423 7019	RETAINING WALL (DRILL SHAFT) (FASCIA)	SF	607	$81.90	$49,713.30
425 7001	PRESTR CONC GIRDER (TX28)	LF	297.8	$588.31	$175,198.72
432 7002	RIPRAP (CONC)(5IN)	CY	52	$773.17	$40,204.84
442 7007	STR STEEL (MISC NON-BRIDGE)	LB	161	$42.68	$6,871.48
450 7008	RAIL (TY T223)	LF	77	$242.24	$18,700.93
450 7034	RAIL (TY C223)	LF	75	$334.53	$25,089.75
454 7003	ARMOR JOINT (SEALED)	LF	46	$242.24	$11,143.04
496 7006	REMOV STR (HEADWALL)	EA	4	$1,565.56	$6,262.24
496 7007	REMOV STR (PIPE)	LF	120	$23.45	$2,814.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	240	$98.56	$23,654.40
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	240	$22.86	$5,486.40
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	240	$22.86	$5,486.40
512 7071	PORT CTB (PINNING)	LF	128	$7.45	$953.60
				BRIDGE TOTAL	**$1,043,068.74**

				PROJECT TOTAL	**$1,800,922.00**

Addendums #1 & #2 Received.

ESTIMATE OF BID QUANTITIES
SKYVIEW DRIVE
WILLIAMSON COUNTY, TX

K.C. ENGINEERING, INC.
FIRM REG NO.: F-977

Patin Construction

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS:					
100 7002	PREPARING ROW	STA	5	$7,500.00	$37,500.00
100 7013	TREE PROTECTION (INSTALL)	EA	1	$500.00	$500.00
100 7015	TREE PROTECTION (REMOVE)	EA	1	$250.00	$250.00
104 7046	REMOV CONC (MISC)	SY	2	$500.00	$1,000.00
110 7001	EXCAVATION (ROADWAY)	CY	144	$30.00	$4,320.00
110 7002	EXCAVATION (CHANNEL)	CY	555	$30.00	$16,650.00
132 7001	EMBANK (FNL) (OC) (TY A) (ROADWAY)	CY	665	$15.00	$9,975.00
132 7001A	EMBANK (FNL) (OC) (TY A) (CHANNEL)	CY	10	$15.00	$150.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	1376	$4.00	$5,504.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	1376	$1.00	$1,376.00
166 7001	FERTILIZER	AC	0.3	$2,000.00	$600.00
168 7001	VEGETATIVE WATERING	TGL	52	$100.00	$5,200.00
169 7009	SOIL RET BLKT(SL_MOD_CLAY_SHORT_ROLL)	SY	134	$10.00	$1,340.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS)	CY	401	$85.00	$34,085.00
260 7003	LIME (QUICKLIME(SLURRY))	TON	23	$350.00	$8,050.00
260 7020	LIME TRT (SUBGRADE) (8")	SY	1203	$20.00	$24,060.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	219	$7.00	$1,533.00
316 7072	ASPH (AC-15P, CHFRS-2P OR CRS-2P)	GAL	380	$7.00	$2,660.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	10	$750.00	$7,500.00
334 7012	HMCL ACP TY-B AC-0.6	TON	2	$500.00	$1,000.00
341 7048	D-GR HMA TY-D PG70-22	TON	121	$500.00	$60,500.00
432 7013	RIPRAP (MOW STRIP)(4 IN)	CY	14	$500.00	$7,000.00
500 7001	MOBILIZATION	LS	1	$45,000.00	$45,000.00
479 7001	*ADJUSTING MANHOLES	EA	1	$1,500.00	$1,500.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6	$5,000.00	$30,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	39	$40.00	$1,560.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	39	$10.00	$390.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	1025	$4.00	$4,100.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	1025	$1.00	$1,025.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	180	$75.00	$13,500.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	180	$15.00	$2,700.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	180	$15.00	$2,700.00
530 7010	DRIVEWAYS (ACP)	SY	45	$75.00	$3,375.00
531 7003	CONC SIDEWALK (6")	SY	19	$100.00	$1,900.00
531 7011	CURB RAMP (TY 10)	EA	2	$2,500.00	$5,000.00
540 7002	MTL W-BEAM GD FEN (STEEL POST)	LF	75	$40.00	$3,000.00
540 7006	MTL BEAM GD FEN TRANS (TL2)	EA	1	$2,000.00	$2,000.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (DAT)	EA	3	$3,500.00	$10,500.00
544 7001	GUARDRAIL END TREATMENT (INSTALL) (SGT)	EA	1	$3,500.00	$3,500.00
552 7005	WIRE FENCE (TY D)	LF	247	$15.00	$3,705.00
552 7005A	WIRE FENCE (TY D) (TEMP)	LF	33	$5.00	$165.00
552 7011	WIRE FENCE (REMOVE)	LF	282	$5.00	$1,410.00
560 7001	MAILBOX INSTALL-M (TWG-POST) TY 1	EA	1	$2,000.00	$2,000.00
752 7008	TREE REMOVAL (24"-30" DIA)	EA	1	$2,500.00	$2,500.00
*Note: Contractor shall coordinate with the City of Cedar Park on manhole adjustment specifications and methods.				**ROADWAY TOTAL**	**$372,283.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RETAINING WALL ITEMS:					
423 7013	RETAINING WALL (CONC BLOCK)	SF	783	$50.00	$39,150.00
423 7015	RETAINING WALL (SPREAD FOOTING)	SF	576	$245.00	$141,120.00
450 7008	RAIL (TY T223)	LF	36	$200.00	$7,200.00
450 7034	RAIL (TY C223)	LF	18	$500.00	$9,000.00
				RETAINING WALL TOTAL	**$196,470.00**

ITEM/DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
BRIDGE ITEMS:					
400 7010	CEM STABIL BKFL	CY	130	$300.00	$39,000.00
403 7001	TEMPORARY SPL SHORING	SF	709	$25.00	$17,725.00
416 7002	DRILL SHAFT (18 IN)	LF	32	$450.00	$14,400.00
416 7006	DRILL SHAFT (36 IN)	LF	144	$900.00	$129,600.00
416 7007	DRILL SHAFT (42 IN)	LF	342	$585.00	$200,070.00
420 7012	CL C CONC (ABUT)	CY	47.8	$1,500.00	$71,700.00
420 7022	CL C CONC (CAP)	CY	21.8	$1,500.00	$32,700.00
422 7001	REINF CONC SLAB	SF	1920	$30.00	$57,600.00
422 7012	BRIDGE SIDEWALK	SF	420	$50.00	$21,000.00
422 7013	APPROACH SLAB	CY	49.6	$1,000.00	$49,600.00
423 7019	RETAINING WALL (DRILL SHAFT) (FASCIA)	SF	607	$100.00	$60,700.00
425 7001	PRESTR CONC GIRDER (TX28)	LF	297.8	$340.00	$101,252.00
432 7002	RIPRAP (CONC)(5IN)	CY	52	$600.00	$31,200.00
442 7007	STR STEEL (MISC NON-BRIDGE)	LB	161	$60.00	$9,660.00
450 7008	RAIL (TY T223)	LF	77	$200.00	$15,440.00
450 7034	RAIL (TY C223)	LF	75	$500.00	$37,500.00
454 7003	ARMOR JOINT (SEALED)	LF	46	$160.00	$7,360.00
496 7006	REMOV STR (HEADWALL)	EA	4	$2,000.00	$8,000.00
496 7007	REMOV STR (PIPE)	LF	120	$40.00	$4,800.00
512 7005	PORT CTB (FUR & INST) (F-SHAPE) (TY 1)	LF	240	$75.00	$18,000.00
512 7029	PORT CTB (MOVE) (F-SHAPE) (TY 1)	LF	240	$15.00	$3,600.00
512 7053	PORT CTB (REMOVE) (F-SHAPE) (TY 1)	LF	240	$15.00	$3,600.00
512 7071	PORT CTB (PINNING)	LF	128	$150.00	$19,200.00
				BRIDGE TOTAL	**$953,707.00**

PROJECT TOTAL	**$1,522,460.00**

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:
2025-1336282

Date Filed:
07/14/2025

Date Acknowledged:
07/15/2025

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

Patin Construction LLC
Taylor, 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.

25IFB64
Skyview Drive Bridge

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 _____, _____, _____, _____, _____.
(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:
2025-1336282

Date Filed:
07/14/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Patin Construction LLC
Taylor, 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.
25IFB64
Skyview Drive Bridge

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 Tim Patin, and my date of birth is [redacted].

My address is [redacted] (city), TX (state), 76574 (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 14 day of July (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Meeting Date: 07/22/2025

Award of IFB #25IFB63 CR 175 Milling and Inlay to Asphalt Inc LLC dba Lone Star Paving Company for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #25IFB63 CR 175 Milling and Inlay to the lowest and best bidder, Asphalt Inc LLC dba Lone Star Paving Company, for an amount not-to-exceed $1,608,109.35 and authorizing execution of the agreement.

Background

Williamson County Purchasing Dept. sent out ten thousand seven hundred seventy-two (10,772) notifications with thirty-six (36) document takers and received four (4) vendor submissions. After reviewing all the pertinent information, it was concluded that Lone Star Paving Company was found to be responsive, mathematically correct and materially balanced. The contractor has performed similar work on other projects and received positive references from those contacted. Based on the low bid submitted, it is the recommendation of the Director of the Road and Bridge Department that Williamson County award this solicitation #25IFB63 CR 175 Milling and Inlay to Lone Star Paving Company. The funding source is 01.0200.0210.003599 and the points of contact for this project are Matt Williamson and Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Sheet - Asphalt Inc dba Lone Star Paving

Bid Tabulation - All submittals

Form 1295 - Asphalt Inc dba Lone Star Paving

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/16/2025 03:08 PM
Form Started By: Fernando Ramirez		Started On: 07/15/2025 03:34 PM
Final Approval Date: 07/16/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **Asphalt Inc. LLC dba Lone Star Paving Company** ("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 # 25IFB63 CR 175 Milling and Inlay 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 **one million six hundred eight thousand one hundred nine dollars and thirty-five cents ($1,608,109.35)** , 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 # 25IFB63 CR 175 Milling and Inlay ; 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: **September 12, 2025**

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** **September 12, 2025**; 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: Alex Flores

Title: Vice President

Date: 7-14-2025

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____

Fax _____

Contractor's Designated Representative:

Jon Wickes
Project Manager

Phone 512-269-2195

Fax _____

July 2, 2025

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

Subject: Recommendation for CR 175 Milling and Inlay – Bid #25IFB63

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

1.	Asphalt Inc LLC dba Lone Star Paving Company	$1,608,109.35
2.	Bennett Paving Inc	$1,898,565.29
3.	Alpha Paving Industries LLC	$2,134,462.80
4.	Texas Materials Group Inc	$2,200,950.33

The Contractor's low base bid is $379,599.65 below the Engineer's Estimate, a cost decrease of 19.10%.

In addition to meeting the bid qualifications, Asphalt Inc LLC dba Lone Star Paving Company has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $1,608,109.35 and the previous work experience, I recommend to the Williamson County Commissioners Court that they award Asphalt Inc LLC dba Lone Star Paving Company the contract for the CR 175 Milling and Inlay Project.

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

Sincerely,

James R. Williams
FOR

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

Contractor Name:	ASPHALT INC., LLC DBA LONE STAR PAVING COMPANY

BID FORM
CR 175 MILLING AND INLAY - FROM RM 1431 TO 8000' NORTH OF RM 1431
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
316	7011	ASPH (CRS-2)	GAL	17,584.0	$ 2.60	$45,718.40
316	7173	AGGR (TY-B GR-4 SAC-B)	CY	437.0	$ 112.00	$48,944.00
341	7001	D-GR HMA TY-B PG64-22	TON	3,080.0	$ 109.25	$336,490.00
341	7048	D - GR HMA TY - D PG70 - 22	TON	8,290.0	$ 125.00	$1,036,250.00
354	7052	PLANE ASPH CONC PAV (3")	SY	50,238.0	$ 1.55	$77,868.90
354	7057	PLANE ASPH CONC PAV (8")	SY	7,000.0	$ 4.00	$28,000.00
500	7001	MOBILIZATION	LS	1.0	$ 6,550.00	$6,550.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.0	$ 5,300.00	$5,300.00
662	7112	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	329.0	$ 1.50	$493.50
666	7023	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1,161.0	$ 1.55	$1,799.55
666	7035	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	143.0	$ 11.00	$1,573.00
666	7041	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	5.0	$ 395.00	$1,975.00
666	7065	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6.0	$ 395.00	$2,370.00
666	7168	RE PM TY II (W) 4" (BRK)	LF	3,638.0	$ 0.25	$909.50
666	7171	RE PM TY II (W) 4"(SLD)	LF	10,835.0	$ 0.20	$2,167.00
666	7179	RM PM TY II (W) 8" (SLD)	LF	1,161.0	$ 0.75	$870.75
666	7184	RE PM TY II (W) 24"(SLD)	LF	143.0	$ 1.90	$271.70
666	7186	REFL PAV MRK TY II (W) (ARROW)	EA	10.0	$ 60.00	$600.00
666	7194	REFL PAV MRK TY II (W) (WORD)	EA	6.0	$ 60.00	$360.00
666	7401	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	LF	3,638.0	$ 0.60	$2,182.80
666	7404	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	LF	10,835.0	$ 0.55	$5,959.25
672	7006	REFL PAV MRKR TY II-C-R	EA	364.0	$ 4.00	$1,456.00
					TOTAL	**$1,608,109.35**

Contractor Name:	Alpha Paving Industries LLC

BID FORM
CR 175 MILLING AND INLAY - FROM RM 1431 TO 8000' NORTH OF RM 1431
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
316	7011	ASPH (CRS-2)	GAL	17,584.00	$ 8.00	$140,672.00
316	7173	AGGR (TY-B GR-4 SAC-B)	CY	437.00	$ 305.00	$133,285.00
341	7001	D-GR HMA TY-B PG64-22	TON	3,080.00	$ 126.00	$388,080.00
341	7048	D - GR HMA TY - D PG70 - 22	TON	8,290.00	$ 129.00	$1,069,410.00
354	7052	PLANE ASPH CONC PAV (3")	SY	50,238.11	$ 4.50	$226,071.50
354	7057	PLANE ASPH CONC PAV (8")	SY	7,000.00	$ 16.00	$112,000.00
500	7001	MOBILIZATION	LS	1.00	$ 25,000.00	$25,000.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.00	$ 7,500.00	$7,500.00
662	7112	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	329.00	$ 1.00	$329.00
666	7023	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1,161.00	$ 2.00	$2,322.00
666	7035	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	142.90	$ 10.00	$1,429.00
666	7041	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	5.00	$ 300.00	$1,500.00
666	7065	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6.00	$ 300.00	$1,800.00
666	7168	RE PM TY II (W) 4" (BRK)	LF	3,638.00	$ 1.00	$3,638.00
666	7171	RE PM TY II (W) 4"(SLD)	LF	10,835.00	$ 0.50	$5,417.50
666	7179	RM PM TY II (W) 8" (SLD)	LF	1,161.00	$ 1.00	$1,161.00
666	7184	RE PM TY II (W) 24"(SLD)	LF	142.90	$ 2.00	$285.80
666	7186	REFL PAV MRK TY II (W) (ARROW)	EA	10.00	$ 50.00	$500.00
666	7194	REFL PAV MRK TY II (W) (WORD)	EA	6.00	$ 50.00	$300.00
666	7401	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	LF	3,638.00	$ 1.00	$3,638.00
666	7404	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	LF	10,835.00	$ 0.80	$8,668.00
672	7006	REFL PAV MRKR TY II-C-R	EA	364.00	$ 4.00	$1,456.00
					TOTAL	$2,134,462.80

Contractor Name:	ASPHALT INC., LLC DBA LONE STAR PAVING COMPANY

BID FORM
CR 175 MILLING AND INLAY - FROM RM 1431 TO 8000' NORTH OF RM 1431
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
316	7011	ASPH (CRS-2)	GAL	17,584.0	$ 2.60	$45,718.40
316	7173	AGGR (TY-B GR-4 SAC-B)	CY	437.0	$ 112.00	$48,944.00
341	7001	D-GR HMA TY-B PG64-22	TON	3,080.0	$ 109.25	$336,490.00
341	7048	D - GR HMA TY - D PG70 - 22	TON	8,290.0	$ 125.00	$1,036,250.00
354	7052	PLANE ASPH CONC PAV (3")	SY	50,238.0	$ 1.55	$77,868.90
354	7057	PLANE ASPH CONC PAV (8")	SY	7,000.0	$ 4.00	$28,000.00
500	7001	MOBILIZATION	LS	1.0	$ 6,550.00	$6,550.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1.0	$ 5,300.00	$5,300.00
662	7112	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	329.0	$ 1.50	$493.50
666	7023	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1,161.0	$ 1.55	$1,799.55
666	7035	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	143.0	$ 11.00	$1,573.00
666	7041	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	5.0	$ 395.00	$1,975.00
666	7065	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6.0	$ 395.00	$2,370.00
666	7168	RE PM TY II (W) 4" (BRK)	LF	3,638.0	$ 0.25	$909.50
666	7171	RE PM TY II (W) 4"(SLD)	LF	10,835.0	$ 0.20	$2,167.00
666	7179	RM PM TY II (W) 8" (SLD)	LF	1,161.0	$ 0.75	$870.75
666	7184	RE PM TY II (W) 24"(SLD)	LF	143.0	$ 1.90	$271.70
666	7186	REFL PAV MRK TY II (W) (ARROW)	EA	10.0	$ 60.00	$600.00
666	7194	REFL PAV MRK TY II (W) (WORD)	EA	6.0	$ 60.00	$360.00
666	7401	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	LF	3,638.0	$ 0.60	$2,182.80
666	7404	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	LF	10,835.0	$ 0.55	$5,959.25
672	7006	REFL PAV MRKR TY II-C-R	EA	364.0	$ 4.00	$1,456.00
					TOTAL	**$1,608,109.35**

Contractor Name:	Bennett Paving, Inc.

BID FORM
CR 175 MILLING AND INLAY - FROM RM 1431 TO 8000' NORTH OF RM 1431
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
316	7011	ASPH (CRS-2)	GAL	17584	$ 5.00	$ 87,920.00
316	7173	AGGR (TY-B GR-4 SAC-B)	CY	437	$ 110.00	$ 48,070.00
341	7001	D-GR HMA TY-B PG64-22	TON	3080	$ 120.00	$ 369,600.00
341	7048	D - GR HMA TY - D PG70 - 22	TON	8290	$ 130.00	$ 1,077,700.00
354	7052	PLANE ASPH CONC PAV (3")	SY	50238	$ 2.50	$ 125,595.28
354	7057	PLANE ASPH CONC PAV (8")	SY	7000	$ 10.00	$ 70,000.00
500	7001	MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 75,000.00	$ 75,000.00
662	7112	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	329	$ 5.00	$ 1,645.00
666	7023	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1161	$ 1.55	$ 1,799.55
666	7035	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	143	$ 11.00	$ 1,571.90
666	7041	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	5	$ 395.00	$ 1,975.00
666	7065	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6	$ 395.00	$ 2,370.00
666	7168	RE PM TY II (W) 4" (BRK)	LF	3638	$ 0.25	$ 909.50
666	7171	RE PM TY II (W) 4"(SLD)	LF	10835	$ 0.25	$ 2,708.75
666	7179	RM PM TY II (W) 8" (SLD)	LF	1161	$ 0.75	$ 870.75
666	7184	RE PM TY II (W) 24"(SLD)	LF	143	$ 1.90	$ 271.51
666	7186	REFL PAV MRK TY II (W) (ARROW)	EA	10	$ 60.00	$ 600.00
666	7194	REFL PAV MRK TY II (W) (WORD)	EA	6	$ 60.00	$ 360.00
666	7401	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	LF	3638	$ 0.60	$ 2,182.80
666	7404	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	LF	10835	$ 0.55	$ 5,959.25
672	7006	REFL PAV MRKR TY II-C-R	EA	364	$ 4.00	$ 1,456.00
					TOTAL	$ 1,898,565.29

Contractor Name:	Texas Materials Group, Inc.

BID FORM
CR 175 MILLING AND INLAY - FROM RM 1431 TO 8000' NORTH OF RM 1431
WILLIAMSON COUNTY, TEXAS

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	COST TOTAL
316	7011	ASPH (CRS-2)	GAL	17584	$ 3.75	$65,940.00
316	7173	AGGR (TY-B GR-4 SAC-B)	CY	437	$ 232.00	$101,384.00
341	7001	D-GR HMA TY-B PG64-22	TON	3080	$ 98.00	$301,840.00
341	7048	D - GR HMA TY - D PG70 - 22	TON	8290	$ 146.50	$1,214,485.00
354	7052	PLANE ASPH CONC PAV (3")	SY	50238	$ 4.25	$213,511.97
354	7057	PLANE ASPH CONC PAV (8")	SY	7000	$ 10.00	$70,000.00
500	7001	MOBILIZATION	LS	1	$ 70,000.00	$70,000.00
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 141,000.00	$141,000.00
662	7112	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	329	$ 0.90	$296.10
666	7023	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1161	$ 1.55	$1,799.55
666	7035	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	143	$ 11.00	$1,571.90
666	7041	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	5	$ 395.00	$1,975.00
666	7065	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	6	$ 395.00	$2,370.00
666	7168	RE PM TY II (W) 4" (BRK)	LF	3638	$ 0.25	$909.50
666	7171	RE PM TY II (W) 4"(SLD)	LF	10835	$ 0.20	$2,167.00
666	7179	RM PM TY II (W) 8" (SLD)	LF	1161	$ 0.75	$870.75
666	7184	RE PM TY II (W) 24"(SLD)	LF	143	$ 1.90	$271.51
666	7186	REFL PAV MRK TY II (W) (ARROW)	EA	10	$ 60.00	$600.00
666	7194	REFL PAV MRK TY II (W) (WORD)	EA	6	$ 60.00	$360.00
666	7401	REFL PAV MRK TY I (W)4"(BRK)(090MIL)	LF	3638	$ 0.60	$2,182.80
666	7404	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	LF	10835	$ 0.55	$5,959.25
672	7006	REFL PAV MRKR TY II-C-R	EA	364	$ 4.00	$1,456.00
					TOTAL	$2,200,950.33

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:
2025-1335937

Date Filed:
07/14/2025

Date Acknowledged:
07/15/2025

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

Asphalt Inc. LLC, dba Lone Star Paving
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.

25IFB63
CR 175 Milling and Inlay

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flores, Alex	Austin, TX United States	X	
Liggett, Ben	Austin, TX United States	X	
Wheeler, Jack	Austin, TX United States	X	
Spinn, Steve	Austin, TX United States	X	
Playfair, Thomas	Austin, TX United States	X	
Naivar, Joe	Austin, TX United States	X	
Morisey, Greg	Austin, TX United States	X	
Knox, Allen	Austin, TX United States	X	
Ohlendorf, Ryan	San Antonio, TX United States	X	
Condon, Josh	Austin, TX United States	X	
Lundquist, Dean	Leander, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
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Austin, TX United States

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Williamson County

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25IFB63
CR 175 Milling and Inlay

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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:
2025-1335937

Date Filed:
07/14/2025

Date Acknowledged:

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

Asphalt Inc. LLC, dba Lone Star Paving
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.

25IFB63
CR 175 Milling and Inlay

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Flores, Alex	Austin, TX United States	X	
Liggett, Ben	Austin, TX United States	X	
Wheeler, Jack	Austin, TX United States	X	
Spinn, Steve	Austin, TX United States	X	
Playfair, Thomas	Austin, TX United States	X	
Naivar, Joe	Austin, TX United States	X	
Morisey, Greg	Austin, TX United States	X	
Knox, Allen	Austin, TX United States	X	
Ohlendorf, Ryan	San Antonio, TX United States	X	
Condon, Josh	Austin, TX United States	X	
Lundquist, Dean	Leander, TX United States	X	

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:
2025-1335937

Date Filed:
07/14/2025

Date Acknowledged:

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

Asphalt Inc. LLC, dba Lone Star Paving
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.

25IFB63
CR 175 Milling and Inlay

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Alex Flores, and my date of birth is [redacted].

My address is [redacted] (city), TX (state), 78633 (zip code), USA (country).

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

Executed in Williamson County, State of Texas, on the 14th day of July (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **69.**

Meeting Date: 07/22/2025

Award of RFSQ #25RFSQ35 for Utility Coordination and Utility Engineering Services to Cobb, Fendley & Associates, Inc. for Road Bonds

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ35 Utility Coordination and Utility Engineering Services to Cobb, Fendley & Associates, Inc., in the maximum amount payable of Eight Million Five Hundred Thousand Dollars ($8,500,000.00) for the Road Bonds Division, and authorizing the execution of the agreement.

Background

Williamson County sent out over 8,060 notifications with 136 document takers and received 16 submittals from engineering firms interested in providing utility coordination and utility engineering services to Williamson County for roads, bridges, and other projects throughout the County. It is the recommendation of the evaluation committee to award to Cobb, Fendley & Associates, Inc. Contract Audit and Legal Counsel reviewed. The funding sources are TBD-Road Bonds and the point of contact is Marie Walters.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25RFSQ35UCUtilityEngrSvcs-CFA-Contract Road bonds

Form 1295 Cobb, Fendley & Associates, Inc. complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/15/2025 08:59 AM
Form Started By: Johnny Grimaldo		Started On: 07/10/2025 11:54 AM
Final Approval Date: 07/16/2025		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Cobb, Fendley & Associates, Inc ("Engineer")**
ADDRESS: **4424 West Sam Houston Pkwy. N, Suite 600**
Houston, Texas, 77041
PROJECT: **25RFSQ35 Utility Coordination and Utility Engineering Services For Williamson County Road Bond and Corridor Projects ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14)

which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Eight Million Five Hundred Thousand Dollars ($8,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable

to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred

by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Sandee Khoury, P.E.,
Cobb Fendley & Associates Inc.,
9600 N. Mopac Expressway, Suite 800
Austin , Texas, 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action,

decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services

may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are

necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. **ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other

factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. 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.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer 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, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

C. 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.

D. 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

E. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

F. Notices by Engineer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

H. 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.

I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

J. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, 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 Engineer'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 Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31

NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

and to:
Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Engineer: **Cobb, Fendley & Associates, Inc.**
Attn: Sandee Khoury
9600 N. Mopac Expressway, Suite 800
Austin , Texas 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its

books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

COBB, FENDLEY & ASSOCIATES, INC

By: ___ Sandee S Khoury _____

Printed Name: Sandee Khoury

Title: Executive Vice President

Date: _ June 18th , 2025

APPROVED
By Christen Eschberger at 10:52 am, Jun 19, 2025

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cobb, Fendley & Associates, Inc.
Name of Firm

Sandee Khoury
Signature of Certifying Official

Sandee Khoury, P.E.
Printed Name of Certifying Official

Executive Vice President
Title of Certifying Official

June 2, 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 Sandee Khoury on the 2nd of June, 2025, on behalf of said firm.

Cindy Martin

My commission expires: 2/15/26



EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide professional utility coordination and engineering services including but not limited to: the identification of utilities, locating utilities, evaluation of potential utility conflicts, coordinating the relocation of utilities and the design of utilities to be relocated.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – UTILITY PROGRAM MANAGEMENT

TASK 2 – PROJECT MANAGEMENT AND COORDINATION

TASK 3 – UTILITY ADJUSTMENT COORDINATION

TASK 4 – SUBSURFACE UTILITY ENGINEERING (SUE)

TASK 5 – UTILITY ENGINEERING

TASK 6 – UTILITY DESIGN

TASK 7 – UTILITY CONSTRUCTION OBSERVATION

TASK 8 – UTILITY PLANNING AND RESEARCH

TASK 9 – FIELD SURVEYING

TASK 10 – RIGHT-OF-WAY (ROW) COORDINATION

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Cobb, Fendley & Associates, Inc.

Effective July 2025

Principal	$360.00/HR
Senior Engineer V or Project Manager VI	$357.00/HR
Senior Engineer IV or Project Manager V	$340.00/HR
Senior Engineer III or Project Manager IV	$320.00/HR
Senior Engineer II or Project Manager III	$300.00/HR
Senior Engineer I or Project Manager II	$260.00/HR
Engineer III or Project Manager I	$215.00/HR
Engineer II	$195.00/HR
Engineer I	$165.00/HR
Graduate Engineer II	$152.00/HR
Graduate Engineer	$140.00/HR
Sr. Coordinator (Project, Utility)	$180.00/HR
Coordinator II (Project, Utility)	$150.00/HR
Coordinator I (Project, Utility)	$125.00/HR
Senior Technician III (GIS, Telecom, Utility, CAD, Field)	$202.00/HR
Senior Technician II (GIS, Telecom, Utility, CAD, Field)	$180.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field)	$154.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field)	$136.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field)	$121.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field)	$91.00/HR
Licensed State Land Surveyor	$303.00/HR
Senior Registered Professional Land Surveyor II	$306.00/HR
Senior Registered Professional Land Surveyor	$275.00/HR
Registered Professional Land Surveyor II	$247.00/HR
Registered Professional Land Surveyor	$215.00/HR
Project Surveyor	$198.00/HR
Certified Photogrammetrist	$205.00/HR
3 Person Survey Crew	$240.00/HR
2 Person Survey Crew	$190.00/HR
1 Person Survey Crew	$140.00/HR

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.

Effective July 2025

Construction Manager III	$350.00/HR
Construction Manager II	$281.00/HR
Construction Manager I	$219.00/HR
Construction Observer III	$195.00/HR
Construction Observer II	$165.00/HR
Construction Observer I	$135.00/HR
Sr. Right-of-Way Agent III or ROW Project Manager III	$300.00/HR
Sr. Right-of-Way Agent II or ROW Project Manager II	$260.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I	$215.00/HR
Right-of-Way Agent III	$210.00/HR
Right-of-Way Attorney	$205.00/HR
Right-of-Way Agent II	$180.00/HR
Right-of-Way Agent I	$140.00/HR
Right-of-Way Technician	$125.00/HR
Administrative	$135.00/HR
Clerical	$105.00/HR

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	$262/HR
One-Man Designating Crew (4-Hour Minimum)	$146/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum)	$370/HR
Terrestrial Scanner (excluding labor) (4-hr Min)	$200/HR
Mobile LiDAR (excluding labor)	$8,500/day
Ground Penetrating Radar (Equipment only)	$300/day

EXHIBIT D

RATE SCHEDULE
(continued)

Cobb, Fendley & Associates, Inc.

Effective July 2025

Designation, Location & Traffic Control Vehicles (4x4 Vehicles, Vac Truck etc.,) $6.50/Mile

REIMBURSABLE EXPENSES

Mileage (Standard Car or Truck)..... IRS Approved Rate

In-House Reproduction:

- Copies (Up to 11" x 17")..... $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes)..... $1.00/Each
- Bond Prints (All Sizes)..... $2.00/Each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

Anderson Infrastructure
Effective July 2025

Sr. Technical Advisor	$247.00/HR
Sr. Utility Engineer	$197.00/HR
Utility Coordinator	$114.00/HR
Utility Field Coordinator	$133.00/HR
4x4 Project Vehicles (Per Day)	$100.00/Day

SUBSURFACE UTILITY ENGINEERING

Underground/Overhead when poles not surveyed QL-D (Per LF)	$ 0.57/LF
Overhead Utilities when poles surveyed QL-C	$ 0.78/LF
Designated Utilities QL-B	$ 1.80/LF
QLA (0-5 Feet)	$ 1,300.00/EA
QLA 5-8 Feet	$ 1,500.00/EA
QLA 8-13 Feet	$ 1,900.00/EA
Coring	$ 400.00/EA
2 Person Designating Crew with Equipment Hourly Rate	$ 366.00/HR
1 Person Designating Crew with Equipment Hourly Rate	$ 250.00/HR

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy.

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

AEPARMIA ENGINEERING, PLLC
Effective July 2025

Principal	$330.00/HR
Project Manager	$264.00/HR
Professional Engineer	$231.00/HR
Construction Manager	$185.00/HR
Field Team Lead	$165.00/HR
Project Coordinator	$154.00/HR
Engineer In Training	$125.00/HR
3d Designer	$138.00/HR
Utilities Specialist II	$102.00/HR
Utilities Coordinator II	$95.00/HR
Accounting Assistant	$88.00/HR
Utilities Specialist I	$88.00/HR
Utilities Coordinator I	$88.00/HR
GIS Technician	$83.00/HR
Engineering Intern	$83.00/HR
Administrative	$69.00/HR

REIMBURSABLE EXPENSES

Black & White Copies	$0.50/EA
Color Copies	$1.20/EA
Black Line Plots (Large Format)	$3.00/EA
Full Color Plots (Large Format)	$15/EA
Mileage (Standard Car or Truck)	IRS Approved Rate

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

Badger Daylighting Corporation
Effective July 2025

SUBSURFACE UTILITY ENGINEERING (HYDRO-VAC)

Badger Hydrovac with Operator (10-hour port to port day)	$2,928.42/DAY
Badger Hydrovac with Operator Overtime (any time over 10-hour day)	$319.77/HR
Badger Combovac with Operator (10-hour port to port day)	$3,300.00/DAY
Badger Combovac with Operator Overtime (any time over 10-hour day)	$350.00/HR
Badger Coring Unit with Operator (10-hour port to port day)	$2,750.00/DAY
Additional Operator (remote job or backfill work)	$63.95/HR
Additional Operator Overtime (remote work or backfill work over 10-hours)	$89.76/HR
Disposition – Non Contaminated (Per Load)	$250.00/Load
Consumable Materials (Per Operator/Per Day)	$33.66/EA
Backfilling (Includes truck/operator/material(no flowable) 5CY min per callout)	$195.00/CY
Supply Water (Per Load)	$129.03/ Load
Remote Hose (Reqd for locations in excess of 20’ from truck spot. 100LF min per callout)	$5.61/LF
Support Truck	$302.94/DAY

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

GGE Design and Consulting, LLC
Effective July 2025

UTILITY COORDINATION & ENGINEERING

Project Manager	$317.31/HR
CAD Technician Junior	$90.16/HR
CAD Technician	$115.38/HR
Sr. CAD Technician	$137.02/HR
Utility Coordinator Junior	$130.75/HR
Utility Coordinator	$158.65/HR
Sr Utility Coordinator	$202.39/HR
Engineer in Training I (EIT)	$115.38/HR
Project Engineer I	$162.98/HR
Project Engineer II	$223.56/HR
Sr. Project Engineer	$266.83/HR
Engineer Technician Junior	$94.18/HR
Engineer Technician	$120.84/HR
Engineer Technician Senior	$142.55/HR
CAD Technician Junior	$90.16/HR
CAD Technician	$115.38/HR
Sr. CAD Technician	$137.02/HR
Design Engineer	$146.58/HR
Administrative	$72.55/HR

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE

(continued)

McGRAY & McGRAY LAND SURVEYORS, INC.
Effective July 2025

Conventional Field Crew Services

1 man reconnaissance or data gathering	$ 155.00/HR
2 man survey crew, with vehicle and data collection	$ 220.00/HR
3 man survey crew, with vehicle and data collection	$ 280.00/HR
Fixed Wing Flight crew (Includes pilot and Sensor Operator)	$ 225.00/HR
Helicopter Flight crew (Includes pilot and Sensor Operator)	$ 225.00/HR

There is a minimum charge of 4 hours for above field crew services (unless otherwise agreed).

Office/Professional/Technical Services

Project Manager	$235.51/HR
GIS Technician - Senior	$107.17/HR
GIS Technician	$92.82/HR
Abstractor	$94.20/HR
Surveyor (RPLS) - Senior	$193.95/HR
Surveyor (RPLS)	$171.78/HR
Survey Technician (Surveyor-In-Training) - SIT	$119.14/HR
Survey Technician	$ 98.36/HR
Certified Photogrammetrist	$116.37/HR
Aerial Mapping Technician	$ 94.03/HR
Aerial Processing Technician	$ 91.35/HR
LiDAR Task Lead	$138.53/HR
LiDAR Mapping Technician (Aerial)	$ 99.74/HR
LiDAR Office Technician (Aerial)	$ 99.74/HR
LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$ 99.74/HR
Mapping Editor (includes QA/QC, Finishing & Finalization)	$110.83/HR
Orthophoto Specialist	$ 91.35/HR
Survey Field Crew Coordinator	$94.20/HR
Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	$132.99/HR
Administrative/ Clerical	$94.20/HR

Specialized Equipment:

ATV (All-Terrain Vehicle)	$ 85.00 per day
Additional Survey Vehicle	$ 100.00 per day
LiDAR Terrestrial Scanner	$ 100.00/HR
UAV (Drone) Aerial Mapper	$ 5,000.00 per day
Mobile Mapper	$ 9,000.00 per day

EXHIBIT D

RATE SCHEDULE

(continued)

McGRAY & McGRAY LAND SURVEYORS, INC.
Effective July 2025

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

The Rios Group, Inc.
Effective July 2025

Project Manager	$235.14/HR
Senior Engineer	$260.23/HR
Project Engineer	$206.93/HR
Utilities Engineer	$173.35/HR
Engineer-in-Training	$120.99/HR
Engineer Technician	$120.71/HR
Engineer Technician (Junior)	$94.06/HR
Senior CADD Operator	$116.00/HR
CADD Operator	$90.92/HR
Junior CADD Operator	$68.98/HR
SUE Manager	$142.65/HR
SUE Field Manager	$109.73/HR
Senior Utility Coordinator	$203.79/HR
Utility Coordinator	$137.95/HR
Engineering Specialist (Utility)	$81.52/HR
Admin/Clerical	$103.33/HR

SUBSURFACE UTILITY ENGINEERING

Utility Designation/ Investigation/ Mapping Services Unit Prices (1000LF Min)..... $1.85/LF
Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.

Subsurface Utility Location (Test Hole) Services Unit Prices

Price includes all associated costs including but not limited to vacuum excavation, engineering, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.

Test Hole – 0 feet to 5 feet	$1,380/EA
Test Hole – 5 feet to 8 feet	$1,680/EA
Test Hole – 8 feet to 13 feet	$2,100/EA
Test Hole – 13 feet to 20 feet	$2,700/EA
Test Hole – Over 20 feet	$3,200/EA
Pavement Coring	$390/EA

Note: Depth will be determined from surface to the bottom of the utility.

EXHIBIT D

RATE SCHEDULE
(continued)

The Rios Group, Inc.
Effective July 2025

Miscellaneous Expenses Unit Prices

Utility designating services, without mapping: $1.26/LF
QLC/QLD SUE:..... $0.75/LF

Hourly Field Crew Rates

One Designating Person w/ Equipment..... $168.00/HR
Two Designating Person w/ Equipment..... $262.00/HR
Three Person Locating Crew w/ Excavation Vehicle $385.00/HR

REIMBURSABLE EXPENSES

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

SAM
Effective July 2025

UTILITY ENGINEERING OFFICE PERSONNEL RATES:

Office / Department Manager	$300.00/HR
Senior Project Manager	$265.00/HR
Project Manager / Senior Engineer	$235.00/HR
Staff Engineer	$225.00/HR
Phase Manager	$165.00/HR
Senior Office Technician	$155.00/HR
Office Technician III	$145.00/HR
Office Technician II	$135.00/HR
Office Technician I	$125.00/HR
Project Specialist	$150.00/HR
Administration/Clerical Support	$120.00/HR

UTILITY ENGINEERING FIELD CREW RATES:

Field Ops Manager	$210.00/HR
Field Coordinator / Supervisor	$150.00/HR
Field Technician III	$145.00/HR
Field Technician II	$130.00/HR
Field Technician I	$120.00/HR

UTILITY COORDINATION OFFICE PERSONNEL RATES:

Office / Department Manager	$300.00/HR
Project Manager / UC Manager	$280.00/HR
Senior Utility Coordinator	$220.00/HR
Utility Coordinator III	$130.00/HR
Utility Coordinator II	$120.00/HR
Utility Coordinator I	$115.00/HR
Project Specialist	$150.00/HR

EXHIBIT D

RATE SCHEDULE
(continued)

SAM
Effective July 2025

Administration / Clerical Support	$120.00/HR

UTILITY COORDINATION FIELD CREW RATES:

Senior Utility Construction Engineering Inspector	$170.00/HR
Utility Construction Engineering Inspector III	$150.00/HR
Utility Construction Engineering Inspector II	$130.00/HR
Utility Construction Engineering Inspector I	$120.00/HR

SURVEY OFFICE PERSONNEL RATES:

Principal/Department Manager	$300.00/HR
Senior Project Manager	$250.00/HR
Project Manager	$205.00/HR
Staff Surveyor	$190.00/HR
Phase Manager	$170.00/HR
Project Coordinator	$150.00/HR
Senior Survey Technician	$135.00/HR
Survey Technician	$120.00/HR
Project Specialist	$125.00/HR
Administration / Clerical Support	$105.00/HR

SURVEY FIELD CREW RATES:

One (1) Person Survey Field Crew	$135.00/HR
Two (2) Person Survey Field Crew	$185.00/HR
Three (3) Person Survey Field Crew	$260.00/HR
Field Coordinator	$140.00/HR
Field Ops Manager	$195.00/HR
Additional Rodperson, Chainperson or Flagperson	$80.00/HR

EXHIBIT D

RATE SCHEDULE
(continued)

SAM
Effective July 2025

GEOSPATIAL OFFICE PERSONNEL RATES:

Director/Operations Manager	$360.00/HR
Senior Project Manager	$275.00/HR
Acquisition Manager	$240.00/HR
Project Manager	$210.00/HR
Aircraft Pilot	$205.00/HR
Two (2) Person UAS Crew – Unmanned Pilot & Observer	$235.00/HR
Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers	$365.00/HR
Photogrammetrist / Project Lead /sensor operator (Tech3)	$135.00/HR
Acquisition / Calibration / Aerial Triangulation Technician (Tech2)	$120.00/HR
LiDAR / Photogrammetry Technician (Tech1)	$105.00/HR

SURVEY EQUIPMENT RATES:

GPS Receiver	$10.00/HR
ATV	$25.00/HR
SX-10	$35.00/HR
Digital Level	$5.00/HR
Aluminum Boat	$15.00/HR
VM810 Survey	$5.75/HR
RD8100 Survey	$11.25/HR
SPAR 300 Kit	$5.00/HR
Weather Station	$6.00/HR
Tier 1 HDS Scanner (BLK360 & Faro)	$33.00/HR
Robotic Total Station S-7	$20.00/HR
Robotic Total Station S-9	$20.00/HR

GEOSPATIAL EQUIPMENT RATES:

Riegl VQ 1560I or 1560II LiDAR System	$1,300.00/HR

EXHIBIT D

RATE SCHEDULE
(continued)

SAM
Effective July 2025

Riegl VQ 480II or 780I LiDAR System	$1,000.00/HR
Mobile Mapping System, includes 360° Camera System (Equipment Only)	$1,000.00/HR
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	$200.00/HR
HDS Laser Scanner	$100.00/HR
High Rail Equipped Vehicle	$10.00/HR
Oblique HD Camera System	$30.00/HR
Video Camera System – Manned Aircraft	$5.00/HR
360° Camera System – Terrestrial or Marine Stand Alone	$100.00/HR
Helicopter (Turbine Engine Powered)	$1,450.00/HR
Helicopter (Reciprocal Engine Powered)	$850.00/HR
Fixed Wing Twin Engine piston	$1,300.00/HR
Fixed Wing Single Engine (piston)	$750.00/HR
Fixed wing single engine turbine	$1400.00/HR
M600 or equivalent multirotor Unmanned Aerial System	$750.00/HR
GPS Receiver (Unmanned)	$10.00/HR
Geospatial Work Station	$15.00/HR
Digital Imagery Processing	$32.00each
Aerial Photography Flight Crew (Fixed Wing Aircraft)	$205.00/HR
LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator)	$120.00/HR
Helicopter Flight Crew (Includes Pilot and LiDAR Operator)	$325.00/HR
AP Transit Miles	$12.00per mile
AP Project Flight Miles	$32.00per mile
AP ABGPS Processing (Per Project)	$3,000.00/Proj
FWAL Transit Miles	$12.00per mile
FWAL Project Flight Miles	$32.00per mile
B&W Processing (film, development, scanning)	$10.00each
CIR Processing (film, development, scanning)	$10.00each
Color Processing (Film, development, scanning)	$15.00each

EXHIBIT D

RATE SCHEDULE
(continued)

SAM
Effective July 2025

Digital Image Processing	$27.00each

OTHER DIRECT RATES:

Mileage (Standard Car or Truck)	IRS Approved Rate
Primary Control Monuments	$90.00 each
Ground Target	$20.00 each

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

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EXHIBIT D

RATE SCHEDULE
(continued)

Texas Utility Coordination, LLC
Effective July 2025

UTILITY COORDINATION OFFICE PERSONNEL RATES:

Senior Utility Coordinator	$208.00/HR
Field Coordinator/Inspector	$136.00/HR
4x4 Project Vehicles (Per Day)	$100.00/Day

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

EXHIBIT D

RATE SCHEDULE
(continued)

Underground Services, Inc. (SoftDig)
Effective July 2025

SUBSURFACE UTILITY ENGINEERING

Surface Utility Locating (QL-B)

1-2 Man Crew with Equipment (Day Rate)..... $225.00/HR (4 Hour Minimum)
1-2 Man Crew with Equipment (Night Rate) ..... $275.00/HR (4 Hour Minimum)

Sub-Surface Utility Locating (QL-A)

2 Man Crew with Equipment (Day Rate) ..... $325.00/HR (4 Hour Minimum)
2 Man Crew with Equipment (Night Rate)..... $375.00/HR (4 Hour Minimum)

CCTV Pipe Inspection

2 Man Crew with Equipment (Day Rate) ..... $315.00/HR (4 Hour Minimum)
2 Man Crew with Equipment (Night Rate)..... $340.00/HR (4 Hour Minimum)

CAD/GIS Mapping (Data Management) (1 Person) $300.00/HR
Coring/Permanent Restoration (Permit Regulated & Restoration is Included)..... $375.00 Per Core

Out of town travel reimbursement (meals, lodging, etc.) will be in accordance with the Williamson County Vendor Reimbursement Policy

Any non-travel expenses not included in Exhibit D will be reimbursed at cost with the receipt/invoice back-up

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e., reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel 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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Additional Insured Requirement: The following additional insured endorsement must appear in the "Description of Operations or Additional Remarks" section of the Certificate of Insurance issued by the insurer:

> **"Williamson County, Texas, its directors, officers and employees" shall be additional insureds under policies listed with respect to General Liability and Auto Policies (excluding Workers' Compensation and Professional Liability).**

Waiver of Subrogation Requirement: Insurance policies shall include blanket or scheduled waivers of subrogation in favor of County.

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

Additional Insurance Policy Endorsements: Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   > Williamson County, Texas
   > C/O: Williamson County Risk Management Department
   > 301 SE Inner Loop
   > Georgetown, TX. 78626
   > Email: coi.submission@wilco.org

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

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:
2025-1323781

Date Filed:
06/12/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25RFSQ35
Utility Coordination and Utility Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Ami Goudie, and my date of birth is [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 Harris County, State of Texas, on the 12th day of June (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:
2025-1323781

Date Filed:
06/12/2025

Date Acknowledged:
07/10/2025

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

Cobb, Fendley & Associates, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

25RFSQ35
Utility Coordination and Utility Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Silver, Monica	Houston, TX United States	X	
Eastland, Charles	Houston, TX United States	X	
Warth, Dan	Austin, TX United States	X	
Ram, Vineeta	Houston, TX United States	X	
Scurry, Floyd	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **70.**

Meeting Date: 07/22/2025

On-Call Environmental Services - SWCA - PSA Amendment #1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Road Bond Environmental On-Call Services contract executed May 9, 2024, between Williamson County and SWCA Environmental Consultants, relating to the 2023 Road Bond Program. Project: On-Call Fund Source: Road Bonds.

Background

This Contract Amendment No. 1 amends the Exhibit D - Rate Schedule in the Master Contract to allow for additional subconsultants and direct expenses.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Environmental Services - SWCA - PSA Amendment #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:47 AM
Form Started By: Marie Walters		Started On: 07/16/2025 04:11 PM
Final Approval Date: 07/17/2025		

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENVIRONMENTAL SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: ON-CALL ENVIRONMENTAL SERVICES

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Inc., dba SWCA Environmental Consultants (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 May 9, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: Joshua A. Perry Signature	By: _____ Signature
Joshua A. Perry Printed Name	_____ Printed Name
Vice President - Central Texas/Oklahoma Title	_____ Title
07/16/2025 Date	_____ Date

APPROVED
By Christen Eschberger at 4:21 pm, Jul 16, 2025

EXHIBIT D
RATE SCHEDULE

Attachment 1

SWCA Environmental Consultants	
DESIGN	
CLASSIFICATIONS	**RATE PER HOUR**
Environmental Consulting Services	
Subject Matter Expert IV	$293.00
Subject Matter Expert III	$268.00
Subject Matter Expert II	$242.00
Subject Matter Expert I	$230.00
Specialist XII	$226.00
Specialist XI	$207.00
Specialist X	$189.00
Specialist IX	$169.00
Specialist VIII	$158.00
Specialist VII	$147.00
Specialist VI	$137.00
Specialist V	$123.00
Specialist IV	$114.00
Specialist III	$104.00
Specialist II	$91.00
Specialist I	$77.00
Engineering and Special Services (Tier 1)	
Subject Matter Expert IV	$305.00
Subject Matter Expert III	$278.00
Subject Matter Expert II	$252.00
Subject Matter Expert I	$242.00
Specialist XII	$24.00
Specialist XI	$226.00
Specialist X	$207.00
Specialist IX	$189.00
Specialist VIII	$169.00
Specialist VII	$158.00
Specialist VI	$147.00
Specialist V	$137.00
Specialist IV	$123.00

EXHIBIT D
RATE SCHEDULE

DIRECT EXPENSES	Price	Unit
Mileage (per mile)	Current Federal Rate	per mile
Postage	Current Postal Rate	
Overnight Mail – letter size	Current Postal Rate	
Overnight Mail – oversized box	Current Postal Rate	
Outsourced Printing	Actual Cost	
Courier Services	Actual Cost	
Parking Fees	Actual Cost	
Highway Toll Charges	Actual Cost	
Hazardous Materials Database Search	Actual Cost	
SCUBA	Actual Cost	
Karst Invertebrate - Bait Traps	Actual Cost	
Karst Invertebrate - Genetic Testing	Actual Cost	
Karst Invertebrate - Taxonomic Evaluation	Actual Cost	
GPS Tablet + Geode – Sub Meter Accuracy Data Collection	$40.00	per day
Kayak	$40.00	per day
SNUBA	$100.00	per day
Motorboat	$400.00	per day
Copies - B&W (in-house)	$0.10	each
Copies - Color (in-house)	$1.00	each
Curation with THC Approved Curatorial Facility	$275.00	each
Archaeological Site Recordation Form for one (1) revisited or newly recorded archaeological site	$110.00	each

Subcontractor - Carothers Environmental Consulting, LLC	
CLASSIFICATIONS	**RATE PER HOUR**
Specialist IX	$169.00
Subject Matter Expert	$293.00
Mileage	Current Federal Rate - Per Mile

Commissioners Court - Regular Session **71.**

Meeting Date: 07/22/2025

Bud Stockton Rule 11 Settlement Agreement

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a rule 11 settlement agreement with The John R. and Barbara S. Casey Living Trust dated Jun 26, 2007 to acquire 0.819 AC needed as right of way on the Bud Stockton extension project (Parcel 9). Funding Source: Bonds P307.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:29 AM
Form Started By: Don Childs		Started On: 07/16/2025 02:55 PM
Final Approval Date: 07/17/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

erik@scrrlaw.com

June 17, 2025

Via E-mail:lellis@mehlaw.com
Via E-mail: jmerkord@mehlaw.com
Luke Ellis
Jacob Merkord
809 West 12th Street
Austin, Texas 78701
ATTORNEYS FOR DEFENDANT,
THE JOHN R. & BARBARA S. CASEY
LIVING TRUST DATED JUNE 26, 2007

RULE 11 SETTLEMENT AGREEMENT

Re: Cause No. 24-0122-CC4; *Williamson County, Texas v. The John R. & Barbara S. Casey Living Trust Dated June 26, 2007,* filed in the County Court at Law Number 1, Williamson County, Texas; in the County Court at Law No. 1, Williamson County, Texas

Dear Mr. Ellis and Mr. Merkord:

This letter will serve as a Rule 11 Settlement Agreement ("Agreement") between Williamson County, Texas ("Condemnor"), and The John R. Barbara S. Casey Living Trust Dated June 26, 2007 ("Condemnee"), (collectively the "Parties") as to the following:

1. This Rule 11 Settlement Agreement is for the resolution of the referenced condemnation case brought by Williamson County, Texas.

2. This agreement is contingent on final approval by Condemnor.

3. Condemnor agrees to pay the total compensation of $105,366.72 in complete settlement of any and all claims which have been or which could have been made by the parties as a result of the events giving rise to the filing of the live petition in this case, including, but no limited to, compensation for Condemnor's fee simple acquisition (Parcel 9), described in Exhibit "A" ("Property"), damages to the remainder, if any, and any costs to cure.

4. The Property will be acquired through condemnation via an agreed judgment in the amount of $105,366.72, to be executed and submitted for entry by the parties within fourteen (14) days following the filing of this Agreement with the Clerk. The

Condemnor shall receive a credit of $77,840.00 previously paid pursuant to that certain Possession and Use Agreement, recorded as Document No. 2023006425, Official Records of Williamson County, Texas, leaving a balance due and owing from Condemnor of **$27,526.72** in satisfaction of the judgment.

5. In the event this Agreement is not approved by Condemnor and executed by an authorized representative, this agreement is null and void and the Parties may continue with the case as if there had never been an agreement.

6. The Parties agree that $105,366.72 is the final amount payable to all parties in this case and is inclusive of any pre-judgment interest. Post-judgment interest, if any, is tolled for a period of 90 days after the Court signs and files a judgment in this case with the clerk. If Condemnor fails to pay the $105,366.72 amount within the 90 days of the Court signing and filing the judgment in this case with the clerk, then Condemnees shall be entitled to post-judgment interest at the statutory rate as of the date the judgment is signed by the Court.

   In the event Condemnee are unable to provide necessary documents required by the County Auditor to effectuate payment, or be available to accept payment, within the time as directed above, Condemnor may deposit the unpaid balance in the registry of the Court to satisfy this Agreement and/or the judgment.

7. Condemnor's sole compensation obligation shall be the payment of $105,366.72. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to Condemnor.

8. This Agreement may be filed as a Rule 11 agreement.

9. The Parties bear their own cost of court as incurred.

If this letter correctly sets forth the terms of our agreement and the settlement reached between Condemnor and Condemnee, please indicate by having the appropriate persons execute this letter in the space indicated below and return it to my attention for final approval by the Condemnor and filing with the Clerk.

Sincerely,

/s/ Erik L. Cardinell
Erik L. Cardinell
Sheets & Crossfield, PLLC
Attorneys for Williamson County, Texas

[signature pages follow]

AGREED AND ACCEPTED:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell, County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

AGREED AND ACCEPTED:

THE JOHN R. BARBARA S. CASEY LIVING TRUST DATED JUNE 26, 2007

By: JI M.K
Jacob Merkord

Address: 809 West 12th Street, Austin, Texas 78702

Date: June 20th 2025

Commissioners Court - Regular Session **72.**

Meeting Date: 07/22/2025

Corridor B Agreed Final Judgment

Submitted For: Don Childs **Submitted By:** Don Childs, 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 M. Reyna Trucking, LLC and First United Bank and Trust Company to acquire the 2.492 AC needed as right of way on the Corridor B bridge project. Funding Source: LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:33 AM
Form Started By: Don Childs		Started On: 07/16/2025 03:05 PM
Final Approval Date: 07/17/2025		

Corridor B

CAUSE NO. 23-1690-CC5

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. 5
M. REYNA TRUCKING, LLC and FIRST UNITED BANK AND TRUST COMPANY **Condemnees**	§ § §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGEMENT

The parties have agreed to compromise and settle the issues in this lawsuit and request entry of this Agreed Final Judgement by the Court. It appears to the Court that it has jurisdiction of this matter, and that the parties have agreed to all provisions contained within this Agreed Final Judgement and desire to resolve this lawsuit upon the terms as follows:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that fee title in and to approximately 2.492 acres 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 as further described in Plaintiff's Original Petition, filed among the papers of this cause on or about October 13, 2023, and any subsequent live pleading amendments thereto; excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, be vested in **WILLIAMSON COUNTY, TEXAS**, and its assigns for the purpose of constructing, reconstructing, realigning, installing, widening, maintaining, and operating improvements to the Corridor B/Chandler Road roadway project and

related appurtenances and utility adjustments, and to perform associated public uses and purposes ("Project").

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 the Property to be acquired and any damages (if any) to any remaining property of M. Reyna Trucking, LLC (hereinafter "Condemnee"), that Condemnee shall recover from Condemnor the total sum of **SIX HUNDRED SEVENTY-FIVE THOUSAND and 00/100 Dollars ($675,000.00)**, of which total amount the parties agree:

1. FIVE HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-SEVEN AND 00/100 ($558,767.00) was previously deposited with the court on or about March 5, 2024, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about February 26, 2024, which amount shall be credited towards the total compensation; and

2. The remaining balance of **ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED THIRTY-THREE AND 00/100 ($116,233.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

It is further ORDERED that the Condemnor shall pay Condemnee the remaining balance of **ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED THIRTY-THREE AND 00/100 ($116,233.00)** as full compensation for the condemnation of the Property. Post-judgment interest is tolled for a period of 60 days after the Court signs this judgment. If Condemnor fails to pay the unpaid balance within 60 days of the Court signing this judgment, Condemnee shall be entitled to post-judgment interest only on the unpaid balance at the statutory rate of 7.5% per annum, compounded annually, from the 61st day after the judgment is signed by the Court until payment is made.

Plaintiff shall make such wire transfer, check, or warrant payable to "Gattis Law Firm, PC," and if applicable, deliver such payment to any attorney or employee of the Gattis Law Firm,

PC, at 213-B West 8th Street, Georgetown, Texas 78626, and that a representative of Condemnee or its attorneys shall sign a release of judgment within 30 days of a request by the Condemnor, which may be duly recorded in the deed records of Travis County, Texas. In the event Condemnee is unable to provide necessary documents or payment information to effectuate payment, or be available to accept payment as directed above, Condemnor may deposit the remaining balance in the registry of the Court to satisfy this Judgment.

It is further ORDERED that upon payment by the Condemnor of the remaining balance, the Condemnor shall stand RELEASED and DISCHARGED of its constitutional obligation to pay adequate compensation for the condemnation for public use of the Property.

It is further ORDERED that condemnee First United Bank Trust Company, who executed a disclaimer of interest in this lawsuit, which was filed among the papers of this cause on or about July 10, 2025, and is attached as Exhibit "B" hereto, shall take nothing under this judgment.

It is further ORDERED that all costs of Court are hereby adjudged against the party incurring said costs.

It is, finally, ORDERED that this Agreed Final Judgment fully and finally disposes of all parties and claims raised in this cause and is appealable. All relief not expressly granted is denied.

SIGNED this _____ day of _____, 2025.

_____
Judge Presiding

[signature pages follow]

PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

_____

John L. Kelley
State Bar No. 24089109
john@scrrlaw.com
SHEETS & CROSSFIELD, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
512.255.8877

ATTORNEY FOR CONDEMNOR
WILLIAMSON COUNTY, TEXAS

APPROVED AND AGREED AS TO SUBSTANCE AND FORM:



Dan Gattis
State Bar No. 00790754
dan@gattislaw.com
Gattis Law Firm, PC
213-B West 8th Street
Georgetown, Texas 78626
Ph: (512) 868-5400

ATTORNEY FOR CONDEMNEE
M. REYNA TRUCKING, LLC

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT “A”

EXHIBIT "A"

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R474791
Parcel: M. Reyna Trucking LLC, 2.492 acre tract

METES AND BOUNDS DESCRIPTION

FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.492 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2022, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10191392.14, E=3175036.30) monumenting the southwest corner of said 15.382 acre M. Reyna Trucking LLC tract, the northwest corner of the called 5.81 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006031884 of the Official Public Records of Williamson County, Texas, the northeast corner of the called 11.45 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006088533 of the Official Public Records of Williamson County, Texas, and the southeast corner of the called 44.465 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2015101357 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Chandler Road, being 137.07 feet left of Chandler Road Engineer's Baseline Station 403+42.71, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "RPLS 1433" monumenting the southwest corner of said 5.81 acre Williamson County, Texas tract, the southeast corner of said 11.45 acre Williamson County, Texas tract, the northwest corner of Lot 5, Block A, Chandler Corner, a subdivision recorded in Document No. 2019000610 of the Official Public Records of Williamson County, Texas and the northeast corner of the called 163.89 acre tract of land conveyed to Ricky D. Kruger, Timothy R. Kruger and Brenda K. Sladek, recorded in Document No. 2016121073 of the Official Public Records of Williamson County, Texas, said 163.89 acre tract of land being more fully described in Volume 491, Page 547 of the Deed Records of Williamson County, Texas, same being on the south right-of-way line of said Chandler Road, bears S 21°14'36" E for a distance of 201.88 feet;

THENCE, **N 21°25'09" W** with the west boundary line of said 15.382 acre M. Reyna Trucking LLC tract and the east boundary line of said 44.465 acre Williamson County, Texas tract for a distance of **100.79 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 237.00 feet left of Chandler Road Engineer's Baseline Station

Copy from re:SearchTX

403+55.53, for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said 15.382 acre M. Reyna Trucking LLC tract and the northeast corner of said 44.465 acre Williamson County, Texas tract, bears N 21°25'09" W for a distance of 540.77 feet;

THENCE, through the interior of said 15.382 acre M. Reyna Trucking LLC tract, the following two (2) courses and distances:

1. With a curve to the right an arc length of **205.76 feet**, said curve having a radius of **8737.00 feet**, a delta angle of **1°20'58"** and a chord which bears **N 61°49'48" E** for a distance of **205.75 feet** to a 5/8" iron rod set with cap marked "Williamson County" for the end of this curve and being 237.00 feet left of Chandler Road Engineer's Baseline Station 405+55.71;

2. **N 62°30'17" E** for a distance of **930.32 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the south boundary line of said 15.382 acre M. Reyna Trucking LLC tract and the north boundary line of said 5.81 acre Williamson County, Texas tract, same being on said north right-of-way line of Chandler Road, being 237.00 feet left of Chandler Road Engineer's Baseline Station 414+86.03, for the northeast corner hereof, from which an iron rod found with cap marked "JS Coalter" monumenting the upper southeast corner of said 15.382 acre M. Reyna Trucking LLC tract and the northeast corner of said 5.81 acre Williamson County, Texas tract, same being on the west right-of-way line of F.M. 1660, bears N 20°55'53" E for a distance of 55.36 feet;

THENCE, with said south boundary line of the 15.382 acre M. Reyna Trucking LLC tract, said north boundary of the 5.81 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, the following three (3) courses and distances:

1. **S 20°55'53" W** for a distance of **150.86 feet** to an iron rod found with cap marked "Coalter Texas RPLS", being 136.89 feet left of Chandler Road Engineer's Baseline Station 413+73.17, for the southeast corner hereof;

2. **S 62°30'45" W** for a distance of **817.24 feet** to a 1/2" iron rod found monumenting the beginning of a curve to the left and being 137.01 feet left of Chandler Road Engineer's Baseline Station 405+55.93;

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3. With said curve to the left an arc length of **216.64 feet**, said curve having a radius of **8637.00 feet**, a delta angle of **1°26'14"** and a chord which bears **S 61°48'16" W** for a distance of **216.64 feet** to the **POINT OF BEGINNING** hereof and containing 2.492 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

November 22, 2022

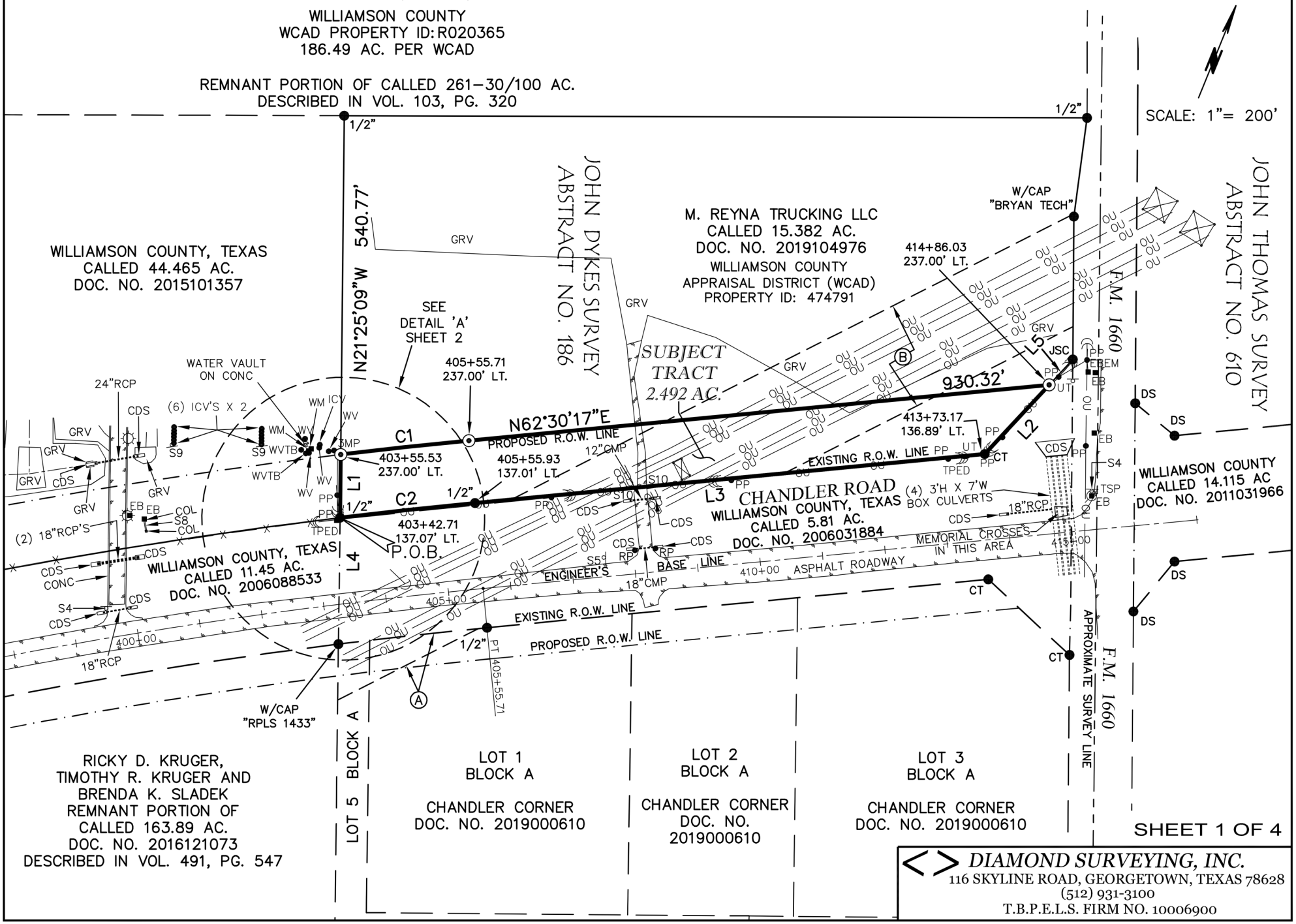
SHANE SHAFER, R.P.L.S. NO. 5281 DATE



Z:\WCRB__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR M REYNA ROW PARCEL M&B 20221122.doc

Copy from re:SearchTX

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2296 FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R474791



DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR M REYNA ROW PARCEL 20221122.dwg

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
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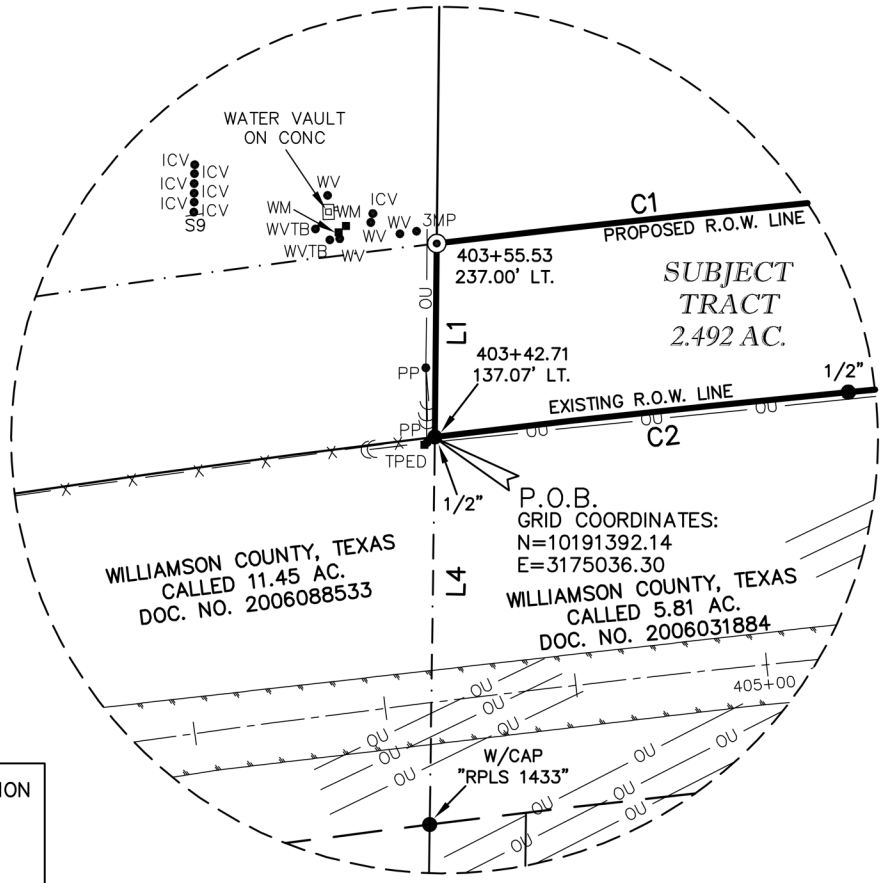
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DETAIL 'A'
(1" = 100')

RECORD EASEMENT INFORMATION
SHEET 1 OF 4

Ⓐ ONCOR ELECTRIC DELIVERY COMPANY LLC
EASEMENT AND RIGHT OF WAY
TRACT A – CALLED 0.228 AC.
DOC. NO. 2009068281

Ⓑ ONCOR ELECTRIC DELIVERY COMPANY LLC
EASEMENT AND RIGHT OF WAY
TRACT B – CALLED 2.801 AC.
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LINE TABLE		
LINE	BEARING	DISTANCE
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PROPERTY ADDRESS: 2296 FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R474791

LEGEND

●	IRON ROD FOUND
●DS	IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"
●JSC	IRON ROD FOUND WITH CAP MARKED "JS COALTER"
●CT	IRON ROD FOUND WITH CAP MARKED "COALTER TEXAS RPLS"
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
●3MP	3" METAL PIPE – POSSIBLE VENT PIPE
●WVTB	WATER VALVE/TEST BOLT ON CONCRETE
●WV	WATER VALVE ON CONCRETE
●ICV	IRRIGATION CONTROL VALVE
■WM	WATER METER
■TPED	TELEPHONE JUNCTION BOX
UT	UNDERGROUND TELEPHONE MARKER
⊠	LCRA TRANSMISSION LINE TOWER
☼	LIGHT POLE
☼TSP	TRAFFIC SIGNAL POLE
⊠	LCRA TRANSMISSION LINE TOWER
☼	LIGHT POLE
☼TSP	TRAFFIC SIGNAL POLE
●PP	POWER POLE
⟵	DOWN GUY
■EB	ELECTRIC BOX
■EBEM	ELECTRIC BOX AND ELECTRIC METER OF METAL POLE
S1	SIGN
—— OU —— OU ——	OVERHEAD UTILITY LINE
~~	EDGE OF PAVEMENT
——— — · — — · ———	RIGHT-OF-WAY RECORD DEED LINE
— — — ——— — — —	APPROXIMATE SURVEY LINE
– · — · — · — · — · –	PROPOSED RIGHT-OF-WAY LINE
COL	STONE COLUMN
CDS	CONCRETE DRAINAGE STRUCTURE
CONC	CONCRETE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
GRV	GRAVEL
P.O.B.	POINT OF BEGINNING

To: Williamson County, Texan Title Insurance Company and Longhorn Title Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 18, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

November 22, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SIGN LEGEND:

S4 = STOP SIGN
S5 = 60 MPH
S9 = SEPTIC DRAIN FIELD
S10 = NO TRESPASSING

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
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EXHIBIT “B”

Filed: 7/10/2025 1:18 PM
Nancy E. Rister, County Clerk
Williamson County, Texas
By: Kelly Phillips, Deputy Clerk

Corridor B

CAUSE NO. 23-1690-CC5

WILLIAMSON COUNTY, TEXAS **Condemnor**	§	IN THE COUNTY COURT
V.	§	AT LAW NO. 5
M. REYNA TRUCKING, LLC and FIRST UNITED BANK AND TRUST COMPANY **Condemnees**	§	WILLIAMSON COUNTY, TEXAS

DISCLAIMER OF INTEREST IN CONDEMNATION PROCEEDING

NOW COMES, First United Bank and Trust Company (hereinafter "First United") named as a party-defendant in Plaintiff's live Petition for Condemnation in the above-styled and numbered cause, and for answer herein, First United disclaims all right, title, interest, and claim in and to the property described in Exhibit "A" attached, as well as to the proceeds to be paid by the Plaintiff in connection with this case. First United hereby waives all claims that could have been asserted in this lawsuit and agrees that it shall take nothing from the Plaintiff in the above-styled case. First United waives all rights, if any, to attorney's fees and any other fees under Chapter 21 of the Texas Property Code, associated with the above styled cause.

WHEREFORE, First United prays that it goes hence without delay and incur no costs and receive no further service or notice of the proceedings in this cause.

First United Bank and Trust Company

Signature: Josh JA

Title: VP Commercial Loan Officer

Date: 07-09-2025

Address: 418 Hwy 281, Marble Falls TX 78654

STATE OF TEXAS §
§
COUNTY OF Burnet §

Acknowledged before me on this the 9th day of July, 2025, by Jordan Tatsch, being an authorized representative of First United Bank and Trust Company, who stated that this document was executed in the capacity and for the purposes and consideration contained therein.

JENNIFER FERNANDEZ
Notary ID #130474100
My Commission Expires
December 18, 2027

Notary Public, State of Texas

Printed Name: Jennifer Fernandez

My Commission Expires: 12/18/2027

EXHIBIT "A"

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R474791
Parcel: M. Reyna Trucking LLC, 2.492 acre tract

METES AND BOUNDS DESCRIPTION

FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 2.492 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2022, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found (Grid Coordinates: N=10191392.14, E=3175036.30) monumenting the southwest corner of said 15.382 acre M. Reyna Trucking LLC tract, the northwest corner of the called 5.81 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006031884 of the Official Public Records of Williamson County, Texas, the northeast corner of the called 11.45 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006088533 of the Official Public Records of Williamson County, Texas, and the southeast corner of the called 44.465 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2015101357 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Chandler Road, being 137.07 feet left of Chandler Road Engineer's Baseline Station 403+42.71, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked "RPLS 1433" monumenting the southwest corner of said 5.81 acre Williamson County, Texas tract, the southeast corner of said 11.45 acre Williamson County, Texas tract, the northwest corner of Lot 5, Block A, Chandler Corner, a subdivision recorded in Document No. 2019000610 of the Official Public Records of Williamson County, Texas and the northeast corner of the called 163.89 acre tract of land conveyed to Ricky D. Kruger, Timothy R. Kruger and Brenda K. Sladek, recorded in Document No. 2016121073 of the Official Public Records of Williamson County, Texas, said 163.89 acre tract of land being more fully described in Volume 491, Page 547 of the Deed Records of Williamson County, Texas, same being on the south right-of-way line of said Chandler Road, bears S 21°14'36" E for a distance of 201.88 feet;

THENCE, **N 21°25'09" W** with the west boundary line of said 15.382 acre M. Reyna Trucking LLC tract and the east boundary line of said 44.465 acre Williamson County, Texas tract for a distance of **100.79 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County", being 237.00 feet left of Chandler Road Engineer's Baseline Station

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County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R474791
Parcel: M. Reyna Trucking LLC, 2.492 acre tract

403+55.53, for the northwest corner hereof, from which a 1/2" iron rod found monumenting the northwest corner of said 15.382 acre M. Reyna Trucking LLC tract and the northeast corner of said 44.465 acre Williamson County, Texas tract, bears N 21°25'09" W for a distance of 540.77 feet;

THENCE, through the interior of said 15.382 acre M. Reyna Trucking LLC tract, the following two (2) courses and distances:

1. With a curve to the right an arc length of **205.76 feet**, said curve having a radius of **8737.00 feet**, a delta angle of **1°20'58"** and a chord which bears **N 61°49'48" E** for a distance of **205.75 feet** to a 5/8" iron rod set with cap marked "Williamson County" for the end of this curve and being 237.00 feet left of Chandler Road Engineer's Baseline Station 405+55.71;

2. **N 62°30'17" E** for a distance of **930.32 feet** to a 5/8" iron rod set with aluminum cap marked "Williamson County" on the south boundary line of said 15.382 acre M. Reyna Trucking LLC tract and the north boundary line of said 5.81 acre Williamson County, Texas tract, same being on said north right-of-way line of Chandler Road, being 237.00 feet left of Chandler Road Engineer's Baseline Station 414+86.03, for the northeast corner hereof, from which an iron rod found with cap marked "JS Coalter" monumenting the upper southeast corner of said 15.382 acre M. Reyna Trucking LLC tract and the northeast corner of said 5.81 acre Williamson County, Texas tract, same being on the west right-of-way line of F.M. 1660, bears N 20°55'53" E for a distance of 55.36 feet;

THENCE, with said south boundary line of the 15.382 acre M. Reyna Trucking LLC tract, said north boundary of the 5.81 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, the following three (3) courses and distances:

1. **S 20°55'53" W** for a distance of **150.86 feet** to an iron rod found with cap marked "Coalter Texas RPLS", being 136.89 feet left of Chandler Road Engineer's Baseline Station 413+73.17, for the southeast corner hereof;

2. **S 62°30'45" W** for a distance of **817.24 feet** to a 1/2" iron rod found monumenting the beginning of a curve to the left and being 137.01 feet left of Chandler Road Engineer's Baseline Station 405+55.93;

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County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R474791
Parcel: M. Reyna Trucking LLC, 2.492 acre tract

3. With said curve to the left an arc length of **216.64 feet**, said curve having a radius of **8637.00 feet**, a delta angle of **1°26'14"** and a chord which bears **S 61°48'16" W** for a distance of **216.64 feet** to the **POINT OF BEGINNING** hereof and containing 2.492 acres of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900

November 22, 2022

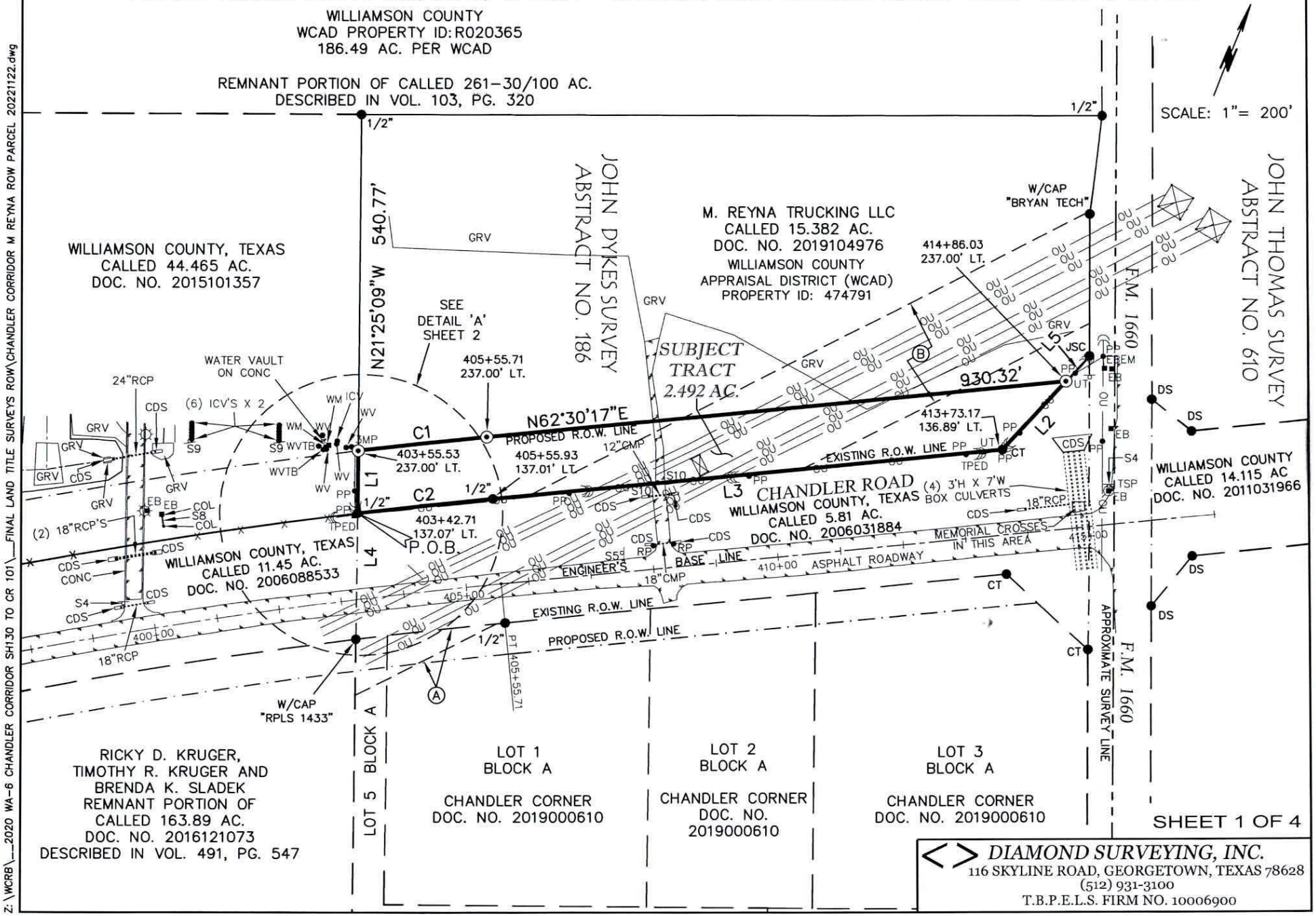
SHANE SHAFER, R.P.L.S. NO. 5281 DATE



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SHEET 1 OF 4

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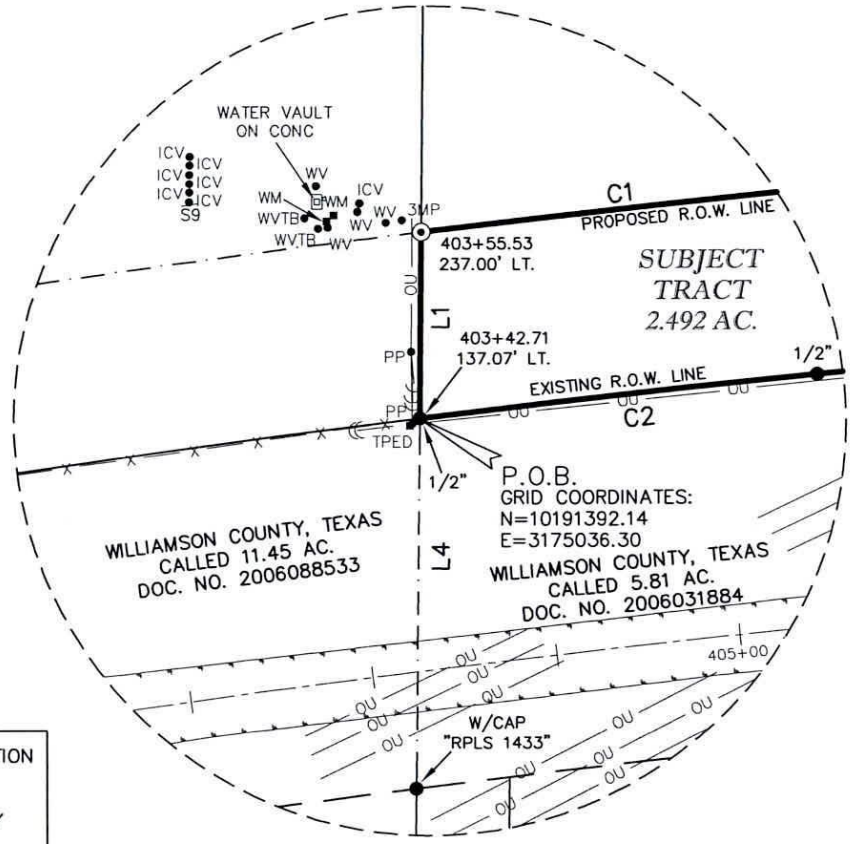
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Z:\WCRB__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR M REYNA ROW PARCEL 20221122.dwg

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DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 2.492 ACRE TRACT OF LAND SITUATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 15.382 ACRE TRACT OF LAND CONVEYED TO M. REYNA TRUCKING LLC, RECORDED IN DOCUMENT NO. 2019104976 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: 2296 FM 1660, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R474791

LEGEND

●	IRON ROD FOUND
●DS	IRON ROD FOUND WITH CAP MARKED "DIAMOND SURVEYING"
●JSC	IRON ROD FOUND WITH CAP MARKED "JS COALTER"
●CT	IRON ROD FOUND WITH CAP MARKED "COALTER TEXAS RPLS"
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
▽	CALCULATED POINT
•3MP	3" METAL PIPE – POSSIBLE VENT PIPE
•WVTB	WATER VALVE/TEST BOLT ON CONCRETE
•WV	WATER VALVE ON CONCRETE
•ICV	IRRIGATION CONTROL VALVE
▪WM	WATER METER
▪TPED	TELEPHONE JUNCTION BOX
UT	UNDERGROUND TELEPHONE MARKER
⊠	LCRA TRANSMISSION LINE TOWER
☼	LIGHT POLE
TSP	TRAFFIC SIGNAL POLE
⊠	LCRA TRANSMISSION LINE TOWER
☼	LIGHT POLE
TSP	TRAFFIC SIGNAL POLE
•PP	POWER POLE
⟵	DOWN GUY
▪EB	ELECTRIC BOX
▪EBEM	ELECTRIC BOX AND ELECTRIC METER OF METAL POLE
S1	SIGN
OU OU	OVERHEAD UTILITY LINE
	EDGE OF PAVEMENT
	RIGHT-OF-WAY RECORD DEED LINE
	APPROXIMATE SURVEY LINE
	PROPOSED RIGHT-OF-WAY LINE
COL	STONE COLUMN
CDS	CONCRETE DRAINAGE STRUCTURE
CONC	CONCRETE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
GRV	GRAVEL
P.O.B.	POINT OF BEGINNING

To: Williamson County, Texan Title Insurance Company and Longhorn Title Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 18, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

November 22, 2022

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

SIGN LEGEND:

S4 = STOP SIGN
S5 = 60 MPH
S9 = SEPTIC DRAIN FIELD
S10 = NO TRESPASSING

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

Z:\WCRB__2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101__FINAL LAND TITLE SURVEYS ROW\CHANDLER CORRIDOR M REYNA ROW PARCEL 20221122.dwg

Copy from re:SearchTX

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Penny Smith on behalf of John Kelley
Bar No. 24089109
Penny@scrrlaw.com
Envelope ID: 102979539
Filing Code Description: No Fee Documents
Filing Description: Disclaimer of Interest in Condemnation Proceeding
Status as of 7/10/2025 1:50 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Dan M.Gattis		dgattis@gattislaw.com	7/10/2025 1:18:59 PM	SENT
Marilyn Tibbit		mtibbit@gattislaw.com	7/10/2025 1:18:59 PM	SENT
Terri Woodmancy		Terri@scrrlaw.com	7/10/2025 1:18:59 PM	SENT
Erik Cardinell		erik@scrrlaw.com	7/10/2025 1:18:59 PM	SENT
Victoria Jeffers		victoria@scrrlaw.com	7/10/2025 1:18:59 PM	SENT
Penny Smith		Penny@scrrlaw.com	7/10/2025 1:18:59 PM	SENT
John LKelley		john@scrrlaw.com	7/10/2025 1:18:59 PM	SENT

Meeting Date: 07/22/2025

CR 255 Agreed Final Judgment

Submitted For: Don Childs **Submitted By:** Don Childs, 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 Benjamin Kyle Perry and Wells Fargo Home Mortgage to acquire the 0.604 AC needed as right of way on the CR 255 project (Parcel 25).
Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:37 AM
Form Started By: Don Childs		Started On: 07/16/2025 04:06 PM
Final Approval Date: 07/17/2025		

CAUSE NO. 23-2040-CC3

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ §	IN THE COUNTY COURT
V.	§ §	AT LAW NO. THREE
BENJAMIN KYLE PERRY AND WELLS FARGO HOME MORTGAGE **Condemnees**	§ § §	WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

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 in and across to approximately 0.604 acres of land in Williamson County, Texas (Parcel 25), 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 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 **BENJAMIN KYLE PERRY** ("CONDEMNEE"), that Condemnee shall recover from Condemnor the total sum of **TWO**

HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUUNDRED AND NO/100 DOLLARS ($277,500.00).

On April 23, 2024, an Award of Special Commissioners was filed with the court in the amount of **TWO HUNDRED ONE THOUSAND FOUR HUNDRED SEVENTY and No/100 ($201,470.00)** and the parties agree that the additional sum of **SEVENTY-SIX THOUSAND THIRTY and No/100 Dollars ($76,030.00)** has **NOT** been deposited with the court pursuant to the written Award of Special Commissioners, thus leaving a total balance due of **SEVENTY-SIX THOUSAND THIRTY and No/100 Dollars ($76,030.00)**, and the remaining balance to be paid by check or warranty to Brady & Hamilton, LLP, as Trustees for Benjamin Kyle Perry within sixty (60) days of final entry and execution of this Agreed Final Judgment to avoid paying interest. If the remaining balance is not paid within sixty (60) days of final execution and entry of this Agreed Final Judgment, then the post-judgment 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 July, 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
(512) 255-8986 (fax)
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

AGREED AS TO SUBSTANCE AND FORM:

BRADY & HAMILTON, LLP

/s/ Alex Smith
Brent Hamilton
State Bar No. 00796696
brent@bhlawgroup.com
James Alexander N. Smith
State Bar No. 24098442
alex@bhlawgroup.com
805 E. 32nd Street, Suite 200
Austin, Texas 78705 -2529
Telephone: (512) 474-9875
Facsimile: (512) 474-9894

Attorneys for Condemnee
Benjamin Kyle Perry

WILLIAMSON COUNTY:

_____
County Judge

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361
T.B.P.L.S. Firm No. 10103800

0.604 ACRE RIGHT-OF-WAY PARCEL NO. 25
BENJAMIN AND NICOLE PERRY
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 0.604 ACRES (APPROXIMATELY 26,295 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION THAT CERTAIN CALLED 9.878 ACRE TRACT OF LAND CONVEYED TO BENJAMIN K. AND NICOLE L. PERRY, IN A DEED DATED FEBRUARY 15, 2000 AND RECORDED IN DOCUMENT NO. 2000009193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.604 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the Northeast corner of the herein described tract, a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the East line of said Perry tract and the West line of said County Road 255 (variable width right-of-way) from which the Northeast corner of said Perry tract, a ½ inch pipe found in the West right of line bears North 20°23'28" West a distance of 40.88 feet;

THENCE South 20°23'28" East with the East line of said Perry tract and the West right-of-way line of said County Road 255 a distance of 235.02 feet to the Southeast 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 Southeast corner said called 9.878 acre tract bears South 20°23'28" East a distance of 104.21 feet;

THENCE South 68°46'30" West across said Perry tract a distance of 113.27 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";

THENCE North 19°43'13" West across said Perry tract a distance of 235.08 feet 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";

THENCE North 68°46'30" East across said Perry tract a distance of 110.52 feet to the **POINT OF BEGINNING**, containing 0.604 acres of land 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 25 .

Charles G. Walker Date: October 17, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.604 ACRES (APPROXIMATELY 26,295 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 9.878 ACRE TRACT OF LAND CONVEYED TO BENJAMIN K. AND NICOLE L. PERRY IN A WARRANTY DEED DATED FEBRUARY 15, 2000 AND RECORDED IN DOCUMENT NO. 2000009193 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301762 issued by Texan Title Insurance Company on May 25, 2023, 8:00am, with an effective date of May 22, 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.

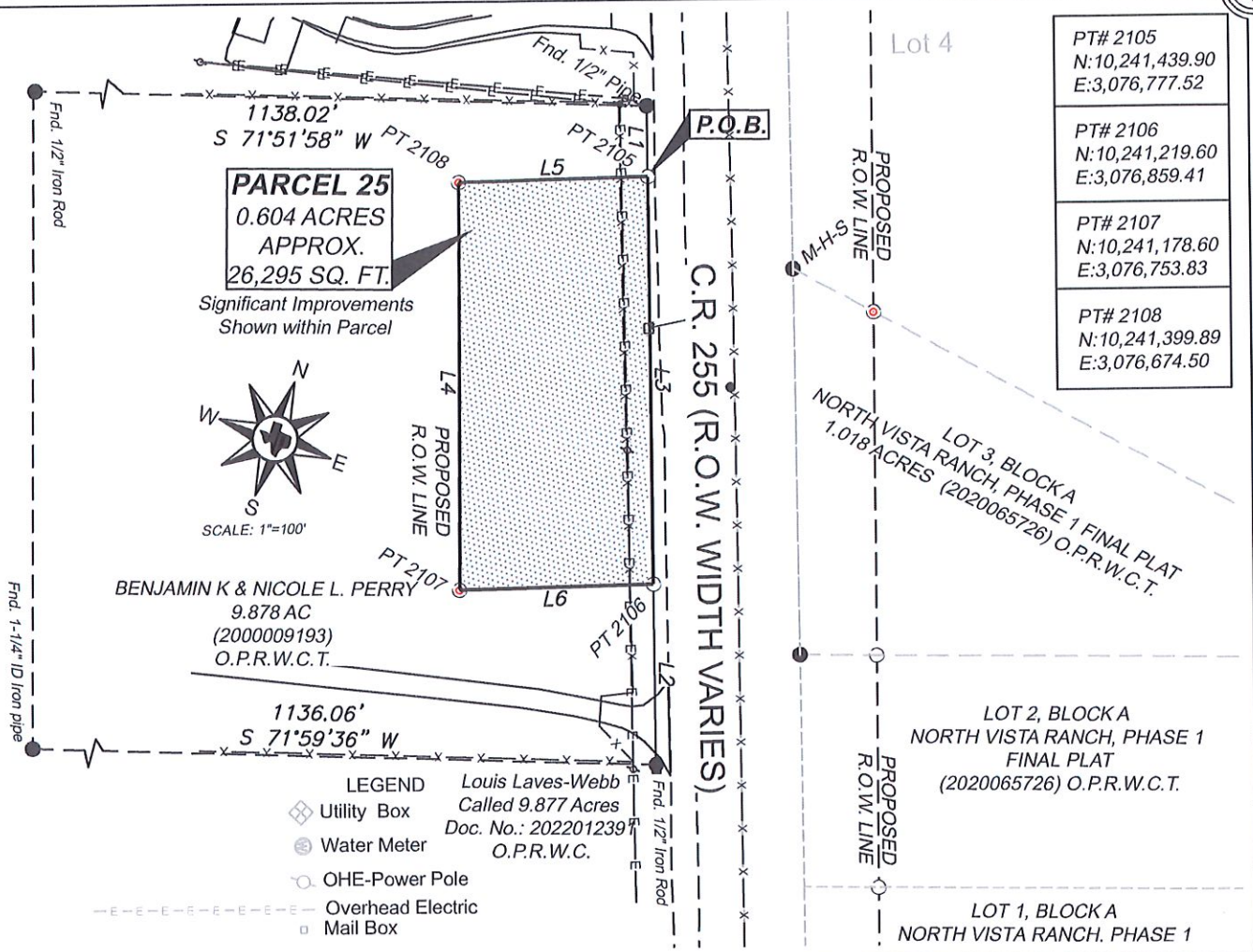
10b. Easement dated June 15, 1973, to Pedernales Electric Cooperative, Inc., recorded in Volume 571, Page 510, Deed Records, Williamson County, Texas. (Does Effect this tract)

c. Easement dated September 8, 1983, to Chisholm Trail Water Supply Corporation, recorded in Volume 939, Page 189, Deed Records, Williamson County, Texas. (Does NOT Effect)

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



PT# 2105	N:10,241,439.90 E:3,076,777.52
PT# 2106	N:10,241,219.60 E:3,076,859.41
PT# 2107	N:10,241,178.60 E:3,076,753.83
PT# 2108	N:10,241,399.89 E:3,076,674.50

LINE	BEARING	DISTANCE
L1	N 20°23'28" W	40.88'
L2	S 20°23'28" E	104.21'
L3	S 20°23'28" E	235.02'
L4	N 19°43'13" W	235.08'
L5	N 68°46'30" E	110.52'
L6	S 68°46'30" W	113.27'

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 17, 2023
DRAWING NO.: 0750504-02-PARCEL 25
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS

Commissioners Court - Regular Session **74.**

Meeting Date: 07/22/2025

CR 255 Agreed Final Judgment

Submitted For: Don Childs **Submitted By:** Don Childs, 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 Larry Dean Kemp to acquire the 3.081 AC needed as right of way on the CR 255 project (Parcel 52). Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Judgment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 09:39 AM
Form Started By: Don Childs		Started On: 07/16/2025 04:08 PM
Final Approval Date: 07/17/2025		

CAUSE NO. 23-1982-CC4

WILLIAMSON COUNTY, TEXAS **Condemnor**	§ IN THE COUNTY COURT § §
V.	§ AT LAW NO. FOUR §
LARRY DEAN KEMP A/K/A LARRY D. KEMP **Condemnee**	§ § § WILLIAMSON COUNTY, TEXAS

AGREED FINAL JUDGMENT

The parties to this condemnation lawsuit have agreed to compromise and settle all issues herein 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 in and to approximately 3.081 acres (Parcel 52) of land in Williamson County, Texas and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "R.O.W."), and additional rights or encumbrances as further described in Plaintiff's Original Petition filed among the papers of this cause on or about December 6, 2023, and any subsequent amendments thereto; be vested to **WILLIAMSON COUNTY, TEXAS**, and its assigns for the construction, reconstruction, realignment, widening, and/or maintaining of improvements to the County Road 255 roadway improvement project and related drainage, utilities and appurtenances, 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 Condemnee, that Condemnee shall recover from Condemnor the total sum of **SEVEN HUNDRED EIGHTY FOUR THOUSAND**

SIX HUNDRED SEVENTY AND 00/100 DOLLARS ($784,670.00), of which total amount the parties agree:

1. The amount of SIX HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY AND 00/100 DOLLARS ($638,870.00) was previously deposited with the court on or about March 19, 2024, pursuant to the written Award of Special Commissioners filed among the papers of this cause on or about March 6, 2024; and

2. The amount of **ONE HUNDRED FORTY-FIVE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ($145,800.00)** is now due and owing from Condemnor to Condemnee in full satisfaction of this Judgment.

The parties agree that the remaining balance shall be payable to GATTIS LAW FIRM P.C., AS TRUSTEE FOR LARRY DEAN KEMP, within thirty (30) days following entry of this Judgment and Condemnee' s delivery of any requested payee documentation required by the Williamson County Auditor, in to avoid paying interest. If the remaining balance is not deposited within thirty (30) days of entry and filing of this Agreed Final Judgment and delivery of adequate payee documentation requested by the Williamson County Auditor, then statutory interest will accrue on the unpaid balance until paid.

3. **Driveway Reconstruction**. As an obligation that shall survive the closing of this transaction, Purchaser agrees that as part of the proposed construction of improvements to the expansion of CR 255 (the "Project") upon the Property, Purchaser shall cause a replacement driveway to be built between the edge of proposed roadway improvements and the remaining property of Seller. The driveway shall be constructed in the location and according to the specifications as shown in Exhibit B attached hereto and incorporated herein. By execution of this Agreement,

Seller shall allow Purchaser, its agents, and contractors to temporarily access the immediately adjacent property of Seller solely in the location and for the purposes and time

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

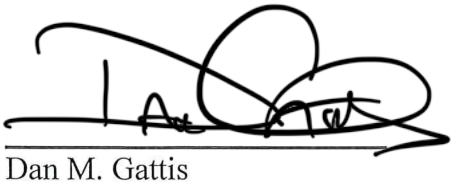
PREPARED BY AND APPROVED AS TO SUBSTANCE AND FORM:

*/s/ Don Childs*_____
Don Childs
State Bar No. 00795056
don@scrrlaw.com
512.255.8877
Sheets & Crossfield, P.L.L.C.
309 East Main Street
Round Rock, Texas 78664
Attorneys for Condemnor

WILLIAMSON COUNTY, TEXAS

By:_____
Steven Snell, County Judge

AGREED AS TO SUBSTANCE AND FORM:



Dan M. Gattis
Texas State Bar No. 00790754
dgattis@gattislaw.com
512.868.5400
GATTIS LAW FIRM, P.C.
213-B West 8th Street
Georgetown, Texas 78626
Attorney for Condemnee

EXHIBIT "A"

WALKER
TEXAS SURVEYORS
P. O. Box 324
Cedar Park, Texas 78630-0324
(512) 259-3361

3.081 ACRE RIGHT-OF-WAY PARCEL NO. 52
LARRY DEAN KEMP
PORTION OF
WILLIAMSON COUNTY, TEXAS

A DESCRIPTION OF 3.081 ACRES (APPROXIMATELY 134,205 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PART OF LOT 17, BIG VALLEY SUBDIVISON, IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET "E", SLIDES 337-339, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 3.081 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the most northerly Northeast corner of the herein described tract, a found ½ inch iron rod at the most northerly Northeast corner of said Kemp tract, in the West line of that certain called 2.99 acre tract of land conveyed in the deed to Toni Lynn Lawrence filed of record in document number 2004057588 of the official public records of Williamson County, Texas

THENCE South 20°52'47" East with the most northerly East line of said Kemp tract and the West line said called 2.99 acre tract a distance of 147.86 feet to a ½ inch iron rod found for an interior corner of the herein described tract, an interior corner of said Kemp tract, and the Southwest corner of said Lawrence tract;

THENCE North 68°10'21" East with the South line of said Lawrence tract and the most southerly north line of said Kemp tract, a distance of 162.73 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the most southerly northeast corner of the herein described tract, from which a pinch iron pipe found at the most easterly northeast corner of said Kemp tract bears North 68°10'21" East a distance of 77.09 feet';

THENCE South 27°42'06" East across said Kemp tract, a distance of 522.18 feet a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set at an angle point;

THENCE South 36°47'31" East a distance of 71.90 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the East line of said Kemp

tract and the West line of that certain called 42.807 acre tract as described in the deed to Elvin R. Hall and Donna Hall filed of record in Volume 2530, Page 362, Official Public Records, Williamson County, Texas;

THENCE South 21°19'21" East with the East line of said Kemp tract and the West line of said Hall tract a distance of 83.36 feet to the Southeast corner of the herein described tract a ½ inch iron rod found at the Southeast corner of said Kemp tract, and the Northeast corner of that certain called 10.9994 acre tract of land as described in the deed to Marcel Vera, filed of record in Document Number 2019098332, Official Public Records, Williamson County, Texas;

THENCE South 68°43'01" West with the south line of said Kemp tract and the North line of said Vera tract a distance of 160.84 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for the Southwest corner of the herein described tract from which a ½ inch iron rod found at the Southwest corner of said Kemp tract bears South 68°43'01" West a distance of 259.78 feet;

THENCE North 18°36'41" West across said Kemp tract a distance of 137.59 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE North 27°42'06" West across said Kemp tract a distance of 461.14 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE South 62°17'54" West across said Kemp tract a distance of 176.20 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE North 27°42'06" West across said Kemp tract a distance of 107.96 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE South 68°00'58" West across said Kemp tract a distance of 13.67 feet to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set for an angle point;

THENCE North 24°17'17" West across said Kemp tract a distance of 135.25 feet to the Northwest corner of the herein described tract, to a 5/8 inch iron rod with 1-1/2 inch aluminum cap marked "WILLIAMSON COUNTY" set in the North line of said Kemp tract and the south line of said GB Farms LLC tract from which a set ½ inch iron rod with cap marked "Walker 5283" bears South 68°49'09" West a distance of 460.02 feet;

THENCE North 68°49'09" East with the north line of said Kemp tract and the south line of said GB Farms LLC tract, a distance of 174.57 feet to the POINT OF BEGINNING,

containing 3.081 acres of land 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 52.

I hereby certify that the hereon map and description was performed under my direct supervision.

Charles G. Walker Date: October 17, 2023
Registered Professional Land Surveyor
State of Texas No. 5283
Walker Texas Surveyors, Inc.
T.B.P.L.S. FIRM NO. 10103800



SKETCH TO ACCOMPANY A DESCRIPTION OF 3.081 ACRES (APPROXIMATELY 134,205 SQ. FT.) IN THE JAMES NORTHCROSS SURVEY, ABSTRACT NO. 478, WILLIAMSON COUNTY, TEXAS, BEING A PART OF LOT 17, BIG VALLEY SUBDIVISION, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET E, SLIDE 337-339, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

Surveyor's Notes:
Only those easements and that information listed in Title Commitment File No. GT2301596 issued by Texan Title Insurance Company on April 6, 2023, 8:00am, with an effective date of March 29, 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.

b. Telephone Company Right-of-Way Easement dated January 1, 1981, executed by William Daniels and Lora Mae Anderson to Mid-State Telephone Company, recorded in Volume 926, Page 349, Deed Records, Williamson County, Texas. (Does Effect)

c. A 5' public utility easement along all sides of lot as stated in Volume 959, Page 544, Deed Records, Williamson County, Texas. (Does Effect)

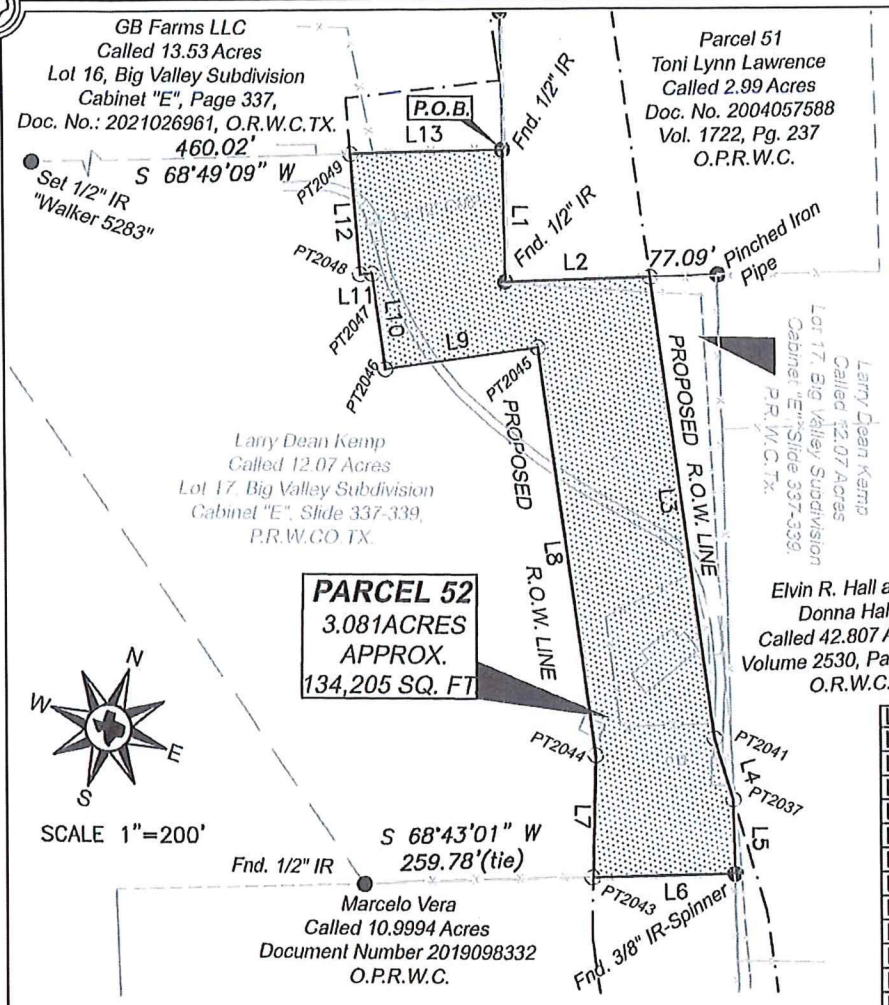
f. Easement dated December 9, 1983, executed by Ralph L. Stapper and John Stapper to Pedernales Electric Cooperative, Inc., recorded in Volume 963, Page 256, Deed Records, Williamson County, Texas. (Does Effect)

g. Right of Way Easement dated August 25, 1983, executed by David M. Unger and John Stapper to Chisholm Trail Water Supply Corp., recorded in Volume 964, Page 459, Deed Records, Williamson County, Texas and as assigned to Chisholm Trail Special Utility District in document recorded in Volume 2168, Page 44, Official Records, Williamson County, Texas. (Does Effect)

LEGEND	
○	5/8" IRON ROD SET WITH 1-1/2" ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND (UNLESS NOTED OTHERWISE)
● M-H-S	1/2" IRON ROD FOUND WITH CAP MARKED "MATKIN-HOOVER-SURVEY&ENG"
P.R.W.C.T.	PLAT RECORDS WILLIAMSON CO., TX.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON CO., TX.
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON CO., TX.
( )	RECORD INFORMATION

WILLIAMSON COUNTY 1848

WALKER TEXAS SURVEYORS



2037 N:10,235,390.97 E:3,079,395.47	2045 N:10,235,793.57 E:3,079,017.65
1666 N:10,235,910.83 E:3,079,109.69	2046 N:10,235,711.66 E:3,078,861.65
2041 N:10,235,448.50 E:3,079,352.44	2047 N:10,235,807.24 E:3,078,811.47
2043 N:10,235,254.89 E:3,079,275.93	2048 N:10,235,802.12 E:3,078,798.79
2044 N:10,235,385.28 E:3,079,232.02	2049 N:10,235,925.40 E:3,078,743.16

LINE	BEARING	DISTANCE
L1	S 20°52'47" E	147.86'
L2	N 68°10'21" E	162.73'
L3	S 27°42'06" E	522.18'
L4	S 36°47'31" E	71.90'
L5	S 21°19'21" E	83.36'
L6	S 68°43'01" W	160.84'
L7	N 18°36'41" W	137.59'
L8	N 27°42'06" W	461.14'
L9	S 62°17'54" W	176.20'
L10	N 27°42'06" W	107.96'
L11	S 68°00'58" W	13.67'
L12	N 24°17'23" W	135.25'
L13	N 68°49'09" E	174.57'

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

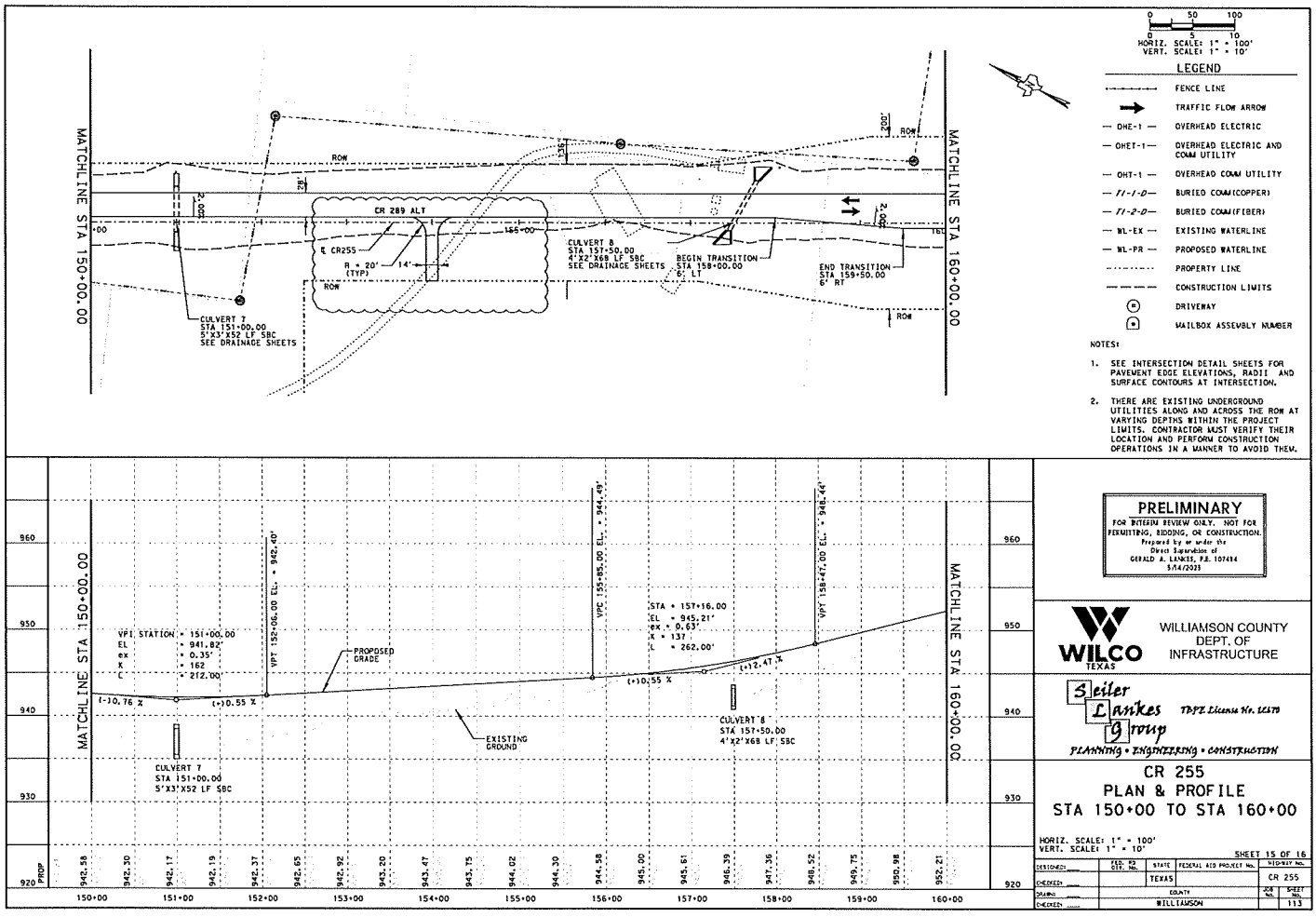
CHARLES G. WALKER, TX. RPLS # 5283.

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 17, 2023
DRAWING NO.: 0750504-02-PARCEL 52
PROJECT NO.: 0750504
DRAWN BY: MLH

WILLIAMSON COUNTY
1848

WALKER
TEXAS SURVEYORS

Exhibit "B"



PRELIMINARY
FOR INTERIM REVIEW ONLY. NOT FOR PERMITTING, BIDDING, OR CONSTRUCTION.
Prepared by or under the Direct Supervision of
GERALD A. LANKES, P.E. 107414
5/14/2025

WILCO TEXAS
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

Seiler Lankes Group
TBPE License No. 12179
PLANNING • ENGINEERING • CONSTRUCTION

CR 255
PLAN & PROFILE
STA 150+00 TO STA 160+00

HORIZ. SCALE: 1" = 100'
VERT. SCALE: 1" = 10'

SHEET 15 OF 16

DESIGNED	FED. RD STA. No.	STATE	FEDERAL AID PROJECT No.	HIGHWAY No.
CHECKED		TEXAS		CR 255
DRAWN		COUNTY		JOB No. / SHEET No.
CHECKED		WILLIAMSON		113

USER: gkanes
DGN: S:\PROJECTS\
DATE: 5/14/2025
XREF: P:\Clients\Georgetown\Projects\Documents\WILCO\255_CR255\Design_Data\-Design\Roadway\CR255_MAP.dgn
P:\Clients\Georgetown\Projects\Documents\WILCO\255_CR255\Design_Data\-Design\Roadway\CR255_PP.dgn
FILE: P:\Clients\Georgetown\Projects\Documents\WILCO\255_CR255\Design_Data\-Design\Roadway\CR255_PP.dgn

Commissioners Court - Regular Session **75.**

Meeting Date: 07/22/2025

First Amendment to ILA with City of Taylor for Corridor A2

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the First Amendment to the Interlocal Agreement between Williamson County, Texas and the City of Taylor, Texas regarding the Corridor A2 project. Funding Source: Bonds P680

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 11:54 AM
Form Started By: Don Childs		Started On: 07/17/2025 10:58 AM
Final Approval Date: 07/17/2025		

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS, AND THE CITY OF TAYLOR, TEXAS, REGARDING CORRIDOR A2 PROJECT

STATE OF TEXAS	§	
	§	**KNOW ALL BY THESE PRESENTS**
COUNTY OF WILLIAMSON	§	

THIS FIRST AMENDMENT ("First Amendment") is to that one certain Interlocal Agreement between Williamson County, Texas (the "County") and the City of Taylor, Texas, a Texas municipal corporation (the "City" and together with County the "Parties") executed on November 5, 2024 ("Agreement").

RECITALS

WHEREAS, the Parties on November 5, 2024, entered into the Agreement providing for the City's participation in the design and construction for the portion of the construction of the Corridor A2 project (the "County Project");

WHEREAS, the City has requested this First Amendment to provide for additional time to make reimbursement payments described therein;

WHEREAS, the City has agreed to be responsible for the reimbursement of $3,000,000.00 for the County Project ("City Participation Amount"); and

WHEREAS, the County and the City desire to amend the Agreement to reflect the City's payment to the County of the City Participation Amount.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and undertakings set forth below, the County and the City agree as follows:

I.
AMENDMENTS

1.01 Section 3.01 of the Agreement shall be amended to read as follows: The City shall reimburse the County for the County Project in an amount not to exceed THREE MILLION AND NO/100 DOLLARS ($3,000,000.00) for the design, right-of-way acquisition, and construction, including utility relocation costs for utilities not owned by the City (together the "City Participation Amount"). The County will submit an invoice for the City Participation Amount upon award of the construction contract. City payment shall be due on February 28, 2028.

ARTICLE TWO
MISCELLANEOUS

2.01 To the extent necessary to effect the terms and provisions of this First Amendment, the Agreement is hereby amended and modified. In all other respects, the aforesaid Agreement is hereby ratified and confirmed.

2.02 This First Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

2.03 Any payments required to be made by a party under this Amendment will be paid from current revenues or other funds lawfully available to the party for such purpose.

IN WITNESS WHEREOF, the Parties hereto acting under the authority of their respective governing bodies have caused this First Amendment to be duly executed as of the day and year first above written.

(Signatures on the following pages)

CITY OF TAYLOR, TEXAS

By: 

Name: Brian LaBorde

Its: City Manager

Date: 05/22/2025

WILLIAMSON COUNTY, TEXAS

By: _____
County Judge

Date: _____

Attest:

By: _____
Nancy Rister, County Clerk

Commissioners Court - Regular Session **76.**

Meeting Date: 07/22/2025

Executive Session

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss the following real property matters pursuant to Texas Government Code Section 551.072.

*Discuss the acquisition of a real property site for the potential future site of the Williamson County Justice and Jail Complex.

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	07/17/2025 09:40 AM
Form Started By: Don Childs		Started On: 07/17/2025 09:27 AM
Final Approval Date: 07/17/2025		