NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
June 29, 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.

3. **Public Comment Period for Agenda Items.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding specific Agenda Items that are on the Commissioners Court's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of three (3) minutes to make his or her remarks regarding an Agenda Item. Each member of the public who appears before the Commissioners Court to address the Commissioners Court regarding more than one (1) Agenda Item on the Commissioners Court's Agenda shall be limited to a cumulative maximum of five (5) minutes to make his or her remarks for all such Agenda Items. The maximum overall discussion time allowed for an Agenda Item, regardless of the number of members of the public wishing to address the Court on such Agenda Item, shall be limited to thirty (30) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than ten (10) speakers desire to speak on the same Agenda Item. In matters of exceptional interest, the Commissioners Court may, by majority vote, lengthen the maximum overall public discussion time allowed on a particular Agenda Item. The Presiding Officer of the Commissioners Court reserves the right to conduct public comment regarding an Agenda Item at the time in which the item is called for the Commissioners Court's consideration as opposed to including such public comments during this Public Comment Period.

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 4 – 36)

4. Discuss, consider and take appropriate action on a line item transfer for Pauper Burials.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$4,000.00
To	0100-0640-004951	Pauper Burials	$4,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004132	CRIMINAL CASES - COURT APPT AT	30,000.00
From	0100.0435.004168	UNLOCATED FATHER-CRT APPT ATTY	2,500.00
From	0100.0435.004169	ALLEGED FATHER-CRT APPT ATTY	5,000.00
To	0100.0435.004133	JUVENILE CASES - COURT APPT AT	30,000.00
To	0100.0435.004002	JURORS, GRAND JURORS, JURY COM	7,500.00

6. Discuss, consider, and take appropriate action on a line item transfer for the County Treasurer.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0497-004219	Bank Charges	1450.00
To	0100-0497-004232	Training	1450.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-001100	F/T Salaries	$130,000.00
To	0200-0210-001110	Overtime	$130,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	$50,000.00
To	0200-0210-003597	Roadway Rehab	$50,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P488	$30,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P499	$30,000.00

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

11. Discuss, consider, and take appropriate action to authorize the Williamson County Judge to execute a Property Owner's Consent Form appointing Scott Stribling, who serves as a Real Estate Broker for Williamson County, Texas (County), as an authorized representative of the County for purposes of submitting and acting as the County's representative relating to a request to the City of Georgetown for a Zoning Map Amendment (Rezoning) for the County's real property located at 102 W. 3rd Street, Georgetown, Texas.

12. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No 38 and the County of Williamson, Texas.

13. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues to the General Fund for Park Donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$204.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$204.00

15. 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 General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$23,561.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facility Repairs	$23,561.00

17. Discuss, consider, and take action on acknowledging a gift from an estate of $5,000 to the Williamson County Regional Animal Shelter.

18. Discuss, consider, and take appropriate action on approving the Service Agreement and Contract #2025292 with Texas Correctional Industries for the purchase and installation of office furniture for the District Attorney's Office, in the amount of $9,602.00, pursuant to Cooperative Contract Smart Buy #425-A5, and authorizing the execution of the agreement.

19. Discuss, consider, and take appropriate action on approving the Services Agreement #2025293 with Texas Correctional Industries for the purchase and installation of a chair for the District Attorney's Office, in the amount of $1,087.00 with Texas Correctional Industries regulated by the Statewide Procurement Division (SPD), and authorizing the execution of the agreement.

20. Discuss, consider, and take appropriate action on approving the Goods and Service Agreement and Contract #20252924 with Texas Correctional Industries for the purchase and installation of furniture for the District Attorney's Office in the amount of $800.00 with Texas Correctional Industries regulated by the Statewide Procurement Division (SPD), and authorizing the execution of the agreement.

21. Discuss, consider, and take appropriate action on approving contract #2025284 between Williamson County and LexisNexis, a division of RELX, INC. to purchase the Lexis+ product offering with a 12-month subscription and two 12-month renewals for a total of $4,548.00 over the lifetime of the contract, and authorizing the execution of the agreement.

22. Discuss, consider, and take appropriate action on approving the Professional Services Agreement #2025213 awarded through RFSQ #25RFSQ36 Jail Inmate Psychiatric Medical Services for Corrections with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the not-to-exceed amount of $76,800 annually or $6,400 each month, for the service described in the attached contract, and authorizing the execution of the agreement.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Financial Sponsorship for Turf Fields at Southwest Regional Park, under RFP #25RFP73. The Funding Source is P605.

24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses Hay Lease for Berry Springs Park and Preserve for the Parks and Recreation Department, under IFB #25IFB74.

25. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025287 for Dumpster Collection and Recycling with Paper Retriever of Texas, LLC at various locations throughout Williamson County with the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00) and authorize execution of the agreement.

26. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Cleary Zimmermann Engineers, LLC for Design & Engineering Services of the Criminal Justice Center North IDF Room HVAC in the not-to-exceed amount of Thirty-Three Thousand Five Hundred and No/100 Dollars ($33,500.00) authorize execution of the agreement.

27. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services utilizing RFP #24RFP30 for the construction/installation of 5 Ton Dual Head Mini Splits at the Criminal Justice Center (CJC) server rooms project, to 5-F Mechanical Group, Inc, in the amount of Forty-Eight Thousand, Three Hundred Forty-Seven Dollars and 06/100 ($48,347.06) and authorize execution of the agreement.

28. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025315 between Williamson County and The Brandt Companies, LLC for the JP4 HVAC Replacement in the not-to-exceed amount of Seventy-Seven Thousand Six Hundred Twenty-Five and 08/100 Dollars ($77,625.08), pursuant to Choice Partners Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

29. Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2025314, between Williamson County and IntegrityOne Solutions LLC in the not-to-exceed amount of Thirteen Thousand Two Hundred Thirty-Nine Dollars ($13,239.00) pursuant to TIPS Cooperative Contract # 24010401 and authorize execution of the agreement.

30. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 4 to the LRTP On-Call Surveying Services contract executed on March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to the LTP Corridor Program. Project: P457. Fund Source: Road and Bridge.

31. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization 1 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024, for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

32. Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $365,000.00 to expire on December 25, 2025, under Williamson County Contract for Engineering Services between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022, for Roadway Schematic Design on CR233 & CR240. Funding source: 01.0200.0210.004100.

33. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Chisholm Trails subdivision – Precinct 4.

34. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Utility Coordination Services (Road Bond Program) contract executed July 22, 2025, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Road Bond Program. Project: On-Call Fund Source: Road Bonds.

35. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Utility Coordination Services (Corridor Program) contract executed July 22, 2025, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the LTP Corridor Program. Project: On-Call Fund Source: LTP Corridor.

36. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Surveying Services contract executed May 9, 2024, between Williamson County and Landesign Services, Inc. relating to the Road Bond Program. Project: TANS P588 Fund Source: Road Bonds.

REGULAR AGENDA

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

38. Discuss, consider and take appropriate action on salaries and other compensation for Fiscal Year 2026 to include, but not limited to, Elected Officials' salaries and supplements.

39. Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary/supplement.

40. Discuss, consider and take appropriate action on the City of Liberty Hill being designated an International Dark Sky Community by DarkSky International.

41. Discuss, consider and take appropriate action on a letter regarding the Foreign Trade Zone application of Flextronics America LLC Round Rock Site.

42. Discuss, consider and take appropriate action on a request from Emergency Medical Services (EMS) to apply for a grant through the Lower Colorado River Authority (LCRA) for a swift water rescue boat and personal protective gear.

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

44. 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 Siena Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

45. 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 Siena Municipal Utility District #2, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

46. Discuss, consider and take appropriate action on a 2nd Amendment to Standard Agreement with Local Governmental Entity regarding off-duty contracting of County Sheriff Deputies by and between North Austin Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

47. Please approve the amendment to Purchase Contract #2025111 between Williamson County and Berry, Dunn McNeil & Parker, LLC. This amendment increases the contract amount by $3,680.00, bringing the total contract value to $117,140.00. Details of the change and the additional cost are provided in the Change Request Form dated May 5, 2025, attached as Exhibit A-1. This amendment complies with the terms of the Cooperative Purchasing Contract TIPS, 230601.

48. Discuss, consider and take action approving the Service Agreement #2025306 between Williamson County and NetSync Network Solutions Inc. for Information Systems, in the amount of $297,191.13, for a four-year Software as a Service (SaaS) for a cloud-hosted WebEx Contact Center solution, utilizing DIR Cooperative Contract #DIR-CPO-5347, and authorizing the execution of the Agreement.

49. Discuss and take appropriate action to approve Renewal #1 of the awarded contract under RFP #22RFP62 with Network Communications International Corp. (NCIC), for the continued provision of inmate telephone, video visitation, and digital mail services for Williamson County, for a one-year term under the existing terms and conditions.

50. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and MODE Design Company dated February 28th, 2025, relating to the Fleet Shop Maintenance Addition.

51. Receive and acknowledge approval of Change Order No.1 from Tom Arnold Drilling Contractor II, LLC. for the New Well in Florence project for additional time on project due to delays regarding PEC, the electrical provider to complete permanent power needed to complete the project, which was approved by Williamson County Project Manager, Thomas Crockett, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

52. Discuss, consider, and take appropriate action on a Supplemental Agreement No. 2 to the Agreement for Design and Engineering Services between Williamson County and WSP USA Buildings, Inc., dated March 25th, 2025, related to Processing Room Ventilation.

53. Discuss, consider and take appropriate action regarding the temporary road closure of Jacqueline Drive, Emma Drive, and a portion of Susan Lane on Saturday, August 16th, 2025, from 6:00PM to 10:00PM, and approve a temporary diversion plan for traffic during the closure.

54. Discuss, consider and take appropriate action on awarding IFB #25IFB56 CR 313 Reconstruction to the lowest and best bidder, Joe Bland Construction LLC, for an amount not-to-exceed $2,887,000.00 and authorizing execution of the agreement. The funding source is P623.

55. Discuss, consider, and take appropriate action on awarding #25RFP30 Public Involvement Services for Williamson County to Rifeline, LLC in the maximum amount payable of Two Hundred Thousand Dollars ($200,000.00), and authorize execution of this agreement.

56. Discuss, consider, and take appropriate action on awarding #25RFP30 Public Involvement Services for Williamson County to Rifeline, LLC in the maximum amount payable of Three Million Eight Hundred Thousand Dollars ($3,800,000.00) and authorize execution of this agreement.

57. Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 25IFB57 - SH195 at Ronald Reagan Blvd, a Road Bond program in Commissioner Pct. 3 Project: P358 Funding Source: 2019 Road Bond.

58. Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Public Involvement Services (Road Bond Program) contract executed July 29, 2025, between Williamson County and Rifeline, LLC relating to the Road Bond Program. Project: On-Call Fund Source: Road Bonds.

59. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Public Involvement Services (Corridor Program) contract executed July 29, 2025, between Williamson County and Rifeline, LLC relating to the LTP Corridor Program. Project: On-Call Fund Source: LTP Corridor.

60. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Public Involvement Services (Road and Bridge Program – CR 201) contract executed July 29, 2025, between Williamson County and Rifeline, LLC relating to the Road and Bridge Program. Project: On-Call Fund Source: Road and Bridge

61. Discuss, consider and take appropriate action on a Rule 11 Settment Agreement with Bustle Investment Group, LLC et al. to acquire 0.366 AC and 0.352 AC needed as right of way on the Sam Bass Road/Corridor H project. (Parcels 4 & 5) Funding Source: Bonds P462

62. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (5.155 acres) required for the construction of Ronald Reagan Boulevard Segment C. (3405 Investments, LLC/ Parcel 22) Funding Source: TANS P588

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)."

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

a. Potential acquisition of real property located at 2800 Highway 95, Taylor, Texas 76574

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

a. Project Sequoia
b. Project Lunch Lady

65. 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:

a. 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.
b. Legal matters relating to a contract between Rippner Tennis and Williamson County for tennis operations and pro shop management at the Southwest Williamson County Regional Park.
c. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division.

REGULAR AGENDA (continued)

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

67. Comments from Commissioners.

68. **Public Comment Period for County Matters that are not on the Agenda.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding matters pertaining to or affecting Williamson County, but that do not appear as an Agenda Item on the Commissioners Court's Agenda. During this Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his or her remarks and the maximum overall discussion time allowed for this 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 this Public Comment Period. Please note that the members of the Court may not comment during the meeting about matters that are not on the Commissioners Court's 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 25th day of July 2025 at 11:00 am and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 07/29/2025

Line Item Transfer for Pauper Burials

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is to cover a shortfall and the anticipated requests to the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$4,000.00
To	0100-0640-004951	Pauper Burials	$4,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Budget Office	Saira Hernandez	07/23/2025 11:02 AM
County Judge Exec Asst. (Originator)	Delia Colon	07/23/2025 11:22 AM
Form Started By: Andrea Schiele		Started On: 07/21/2025 02:17 PM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 07/29/2025

Director of District Court Administration

Submitted For: August Alvarado **Submitted By:** August Alvarado, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

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

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0435.004132	CRIMINAL CASES - COURT APPT AT	30,000.00
From	0100.0435.004168	UNLOCATED FATHER-CRT APPT ATTY	2,500.00
From	0100.0435.004169	ALLEGED FATHER-CRT APPT ATTY	5,000.00
To	0100.0435.004133	JUVENILE CASES - COURT APPT AT	30,000.00
To	0100.0435.004002	JURORS, GRAND JURORS, JURY COM	7,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/17/2025 04:16 PM
Budget Office	Saira Hernandez	07/23/2025 11:02 AM
Form Started By: August Alvarado		Started On: 07/17/2025 03:49 PM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 07/29/2025

Line Item Transfer

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

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Treasurer.

Background

Transfer to pay for conference attendance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0497-004219	Bank Charges	1450.00
To	0100-0497-004232	Training	1450.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/18/2025 09:35 AM
Budget Office	Saira Hernandez	07/23/2025 11:29 AM
Form Started By: Scott Heselmeyer		Started On: 07/18/2025 09:14 AM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/29/2025

Line item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to meet project schedule deadlines.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-001100	F/T Salaries	$130,000.00
To	0200-0210-001110	Overtime	$130,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/23/2025 09:11 AM
Budget Office	Saira Hernandez	07/23/2025 11:02 AM
Form Started By: Jenifer Favreau		Started On: 06/17/2025 03:21 PM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/29/2025

Line-item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to effectively continue road rehabilitation and maintenance operations for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	$50,000.00
To	0200-0210-003597	Roadway Rehab	$50,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:31 PM
Budget Office	Saira Hernandez	07/23/2025 11:02 AM
Form Started By: Jenifer Favreau		Started On: 07/22/2025 09:51 AM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/29/2025

Line-item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary for material testing and geotechnical services for CR 201. In order to complete the design plans (scheduled to be completed by the end of the fiscal year), HNTB needs to use One Atlas for subgrade testing and geotechnical analysis. One Atlas already has a master contract with the County, but I believe this will be a new work authorization for CR 201. The contracts will be handled by HNTB.
The $30,000 requested is based on an estimate provided to us by HNTB.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Cap. Projects-P488	$30,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P499	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:32 PM
Budget Office	Saira Hernandez	07/23/2025 11:31 AM
Form Started By: Jenifer Favreau		Started On: 07/22/2025 09:54 AM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/29/2025

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	07/23/2025 05:02 PM
County Judge Exec Asst.	Delia Colon	07/24/2025 10:07 AM
Form Started By: Kayla Marek		Started On: 07/23/2025 04:05 PM
Final Approval Date: 07/24/2025		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Elections	Data Coordinator.0765.001100.	16930	$47,957.62	$2,517.78	5.25	$50,475.40		MERIT	1-Aug-25
Parks	Parks Assistant Director.1203.001100.	16030	$110,217.64	$3,075.02	2.79	$113,292.66		MERIT	1-Aug-25
Wilco Pretrial Services	PT Court Services Spec.9920.001101.	17420	$43,618.76	$1,308.56	3.00	$44,927.33		MERIT	1-Aug-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0492	001100	2,517.78	
01	0100	0492	001130		2517.78
01	0100	0510	001100	3075.02	
01	0100	0510	001130		3075.02
01	0100	0591	001101	948.71	
01	0100	0591	001130		948.71

Commissioners Court - Regular Session **11.**

Meeting Date: 07/29/2025

Propt Owner Consent Form

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize the Williamson County Judge to execute a Property Owner's Consent Form appointing Scott Stribling, who serves as a Real Estate Broker for Williamson County, Texas (County), as an authorized representative of the County for purposes of submitting and acting as the County's representative relating to a request to the City of Georgetown for a Zoning Map Amendment (Rezoning) for the County's real property located at 102 W. 3rd Street, Georgetown, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

COG Propt Owner Consent Form - Stribling

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:29 PM
Form Started By: Hal Hawes		Started On: 07/21/2025 02:27 PM
Final Approval Date: 07/22/2025		

Property Owner's Consent Form

Property Owner's Consent is required for each Development Application. A completed and signed copy of this form is required to be included with every application packet. For property with more than one owner, each owner must sign a copy of this form. In the event that the owner of property is an organization/entity, proof of signature authority on behalf of the organization/entity must be attached to this form.

Authorization by Property Owner(s)

I, Williamson County Judge Steven Snell, on behalf of Williamson County, Texas, swear and affirm that I am
(property owner's printed legal name; include signatory name and title if signing for a company)

the owner of property at 102 W. 3rd Street, Georgetown, TX, as shown in the records
(property address or legal description)

of Williamson County, Texas, which is the subject of this Application. I further affirm that I am fully aware of the City's application, fee(s) and procedural requirements, and consent to this Application.

I authorize Scott Stribling to submit this application and serve
(applicant's printed name if different from property owner)

as my representative for this request.

Property Owner's Signature: _____ Date: 07/29/25
(property owner's signature)

Commissioners Court - Regular Session **12.**

Meeting Date: 07/29/2025

Tax Collection Agreement

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No 38 and the County of Williamson, Texas.

Background

Under the provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 38 require the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location of his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/21/2025 12:19 PM
County Judge Exec Asst.	Delia Colon	07/22/2025 03:27 PM
Form Started By: Mary Greenway		Started On: 07/21/2025 11:54 AM
Final Approval Date: 07/22/2025		

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
§
COUNTY OF WILLIAMSON §

WHEREAS the Williamson County Municipal Utility District No. 56 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District No. 56 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 2025.

COUNTY OF WILLIAMSON

_____
Steven Snell, County Judge
County of Williamson

Larry Gaddes
_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

_____
Galen Sulistyo Vice, President
Williamson County Municipal Utility District No. 56

RESOLUTION
AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District No. 56 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Williamson County Municipal Utility District No. 56 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Williamson County Municipal Utility District No. 56 THAT:

The President of Williamson County Municipal Utility District No. 56 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors on the ____ day of _____, 2025.

_____

, President
Williamson County Municipal Utility District No. 56

RESOLUTION

AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON FOR COLLECTION OF TAXES

WHEREAS, the Williamson County Municipal Utility District No. 56 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the Williamson County Municipal Utility District No. 56 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE Williamson County Municipal Utility District No. 56 THAT:

The President of Williamson County Municipal Utility District No. 56 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

Commissioners Court - Regular Session **13.**

Meeting Date: 07/29/2025

Park Donations BA Rev 07-29-25

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 to acknowledge additional revenues to the General Fund for Park Donations.

Background

This is for donation collections from April 01, 2025, through June 30, 2025, in the amount of $204.00. Fiscal Year 2025 third quarter donations include $204.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367403	Park Donations	$204.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:23 PM
Form Started By: Ganae Hempe		Started On: 07/18/2025 08:57 AM
Final Approval Date: 07/22/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 07/29/2025

Park Donations BA Exp 07-29-25

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 to acknowledge additional expenditures for Park Donations.

Background

This is for donation collections for April 01, 2025 through June 30, 2025. Fiscal year 2025 third quarter donations include $204.00 in general donations.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0510.003670	Use of Donations	$204.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:23 PM
Form Started By: Ganae Hempe		Started On: 07/18/2025 09:02 AM
Final Approval Date: 07/22/2025		

Commissioners Court - Regular Session **15.**

Meeting Date: 07/29/2025

Budget Amendment for Jail

Submitted By: Pam Navarrette, 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 General Fund.

Background

This amendment recognizes the insurance proceeds received for damages that occurred to the Jail loading dock door on December 18, 2024. These funds were used to complete the repair.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$23,561.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/23/2025 02:07 PM
Form Started By: Pam Navarrette		Started On: 07/23/2025 10:04 AM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **16.**

Meeting Date: 07/29/2025

Jail Budget Amendment for 2025 Budget

Submitted By: Pam Navarrette, 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 to approve a budget amendment to acknowledge additional expenditures for the Jail.

Background

This amendment recognizes the insurance proceeds received for damages that occurred to the Jail loading dock on December 18, 2024. The proceeds are being used to offset the expenditures in the Jail's budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0509.004510	Facility Repairs	$23,561.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/23/2025 02:09 PM
Form Started By: Pam Navarrette		Started On: 07/23/2025 10:38 AM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **17.**

Meeting Date: 07/29/2025

Donation to Regional Animal Shelter

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take action on acknowledging a gift from an estate of $5,000 to the Williamson County Regional Animal Shelter.

Background

Estates Code, Section 308.002 – Within 60 days of probate, the personal representative must notify all known beneficiaries. Notice must be sent by a qualified delivery method (i.e., certified mail). No notice is required if the beneficiary waived notice in writing after receiving a copy or summary of the will. This waiver waives legal formalities in sending notice and knowledge that the County is in receipt of the Will. Estates Code, Section 308.002 – Within 60 days of probate, the personal representative must notify all known beneficiaries. Notice must be sent by a qualified delivery method (i.e., certified mail). No notice is required if the beneficiary waived notice in writing after receiving a copy or summary of the will. This waiver waives legal formalities in sending notice and knowledge that the County is in receipt of the Will.

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	07/18/2025 03:24 PM
Form Started By: Misty Valenta		Started On: 07/18/2025 02:00 PM
Final Approval Date: 07/18/2025		

Commissioners Court - Regular Session **18.**

Meeting Date: 07/29/2025

Approval of Goods and Services Agreement #2025292 with Texas Correctional Industries for Furniture Purchase and Installation for District Attorney's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Agreement and Contract #2025292 with Texas Correctional Industries for the purchase and installation of office furniture for the District Attorney's Office, in the amount of $9,602.00, pursuant to Cooperative Contract Smart Buy #425-A5, and authorizing the execution of the agreement.

Background

The agreement with Williamson County and Texas Correctional Industries (TCI) will provide quality-made furniture for our District Attorney's office at a reasonable cost. TCI's statutory objectives are found in Texas Government Code §497.002, and are to provide work program participants with marketable job skills, help reduce recidivism and reduce department costs by providing products and services. TCI products are required to meet specifications established and regulated by the Statewide Procurement Division (SPD) of the Texas Comptroller of Public Accounts. SPD is the procurement authority for all state agencies in Texas and coordinates the majority of inter-agency sales of goods and services provided by TCI. Funding source is 01.0100.0440.003005 for FY25. Origination #2983. Department's point of contact is Gloria Favela. A 1295 Form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Service Agreement with quote redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 08:27 AM
Form Started By: Sandra Malcolm		Started On: 07/02/2025 10:25 AM
Final Approval Date: 07/24/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
([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 GOOD AND SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Department of Criminal Justice DBA Texas Correctional Industries** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County the goods described in **Quote** [redacted]ttached and being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A". The not-to-exceed amount for the life of this Contract shall be **Nine Thousand, Six Hundred Two Dollars ($9,602.00).**

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or

fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Workers' Compensation Insurance: The Service Provider, which is a state agency, is self-insured for workers' compensation coverage through the State Office of Risk Management (SORM), in accordance with Chapter 501 of the Texas Labor Code. The Service Provider shall be responsible for administering and providing workers' compensation benefits to its employees in compliance with applicable state laws and regulations. No additional workers' compensation insurance shall be required of the Service Provider under this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST

CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Right to Audit: The 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 any records maintained by the Service Provider that are directly pertinent to the goods or services provided under this Contract, to the

extent permitted by law and applicable agency policy. The County shall coordinate with the Service Provider to schedule any such review during normal business hours and with reasonable advance notice. Access shall be subject to the Service Provider's security protocols and operational requirements.

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: Both the County and the Service Provider acknowledge that they are governmental bodies subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552. Each party agrees to comply with the TPIA as interpreted by applicable judicial decisions and opinions of the Texas Attorney General. Information, documentation, and other material related to this Purchase Order or any resulting contract may be subject to public disclosure unless excepted from disclosure under the TPIA or other applicable law. Each party shall promptly notify the other of any public information request received that pertains to this agreement and shall cooperate in good faith in responding to such requests, subject to any applicable legal exceptions or confidentiality obligations.

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: Neither the County nor the Service Provider shall use the other party's name, logo, or other identifying likeness in any press release, marketing materials, public statement, or other announcement related to this Purchase Order or any resulting contract without the prior written approval of the other party. This provision does not restrict disclosures required by law or authorized under the Texas Public Information Act. Both parties agree to coordinate in good faith regarding any media inquiries or public communications concerning this agreement.

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. [redacted] marked **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Addendums agreed to by both parties.

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

XXIII.

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

[SIGNATURE PAGE TO FOLLOW]

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

Williamson County:

_____
Authorized Signature

Hon. Steven Snell
County Judge

Date: _____,20__

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

Bill Lewis
Authorized Signature

Bill Lewis
Printed Name

Date: 7/17/25, 20__

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 18 2025 Time: 3:22 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2025 Time: 7:08 am

51

Texas Department of Criminal Justice
Huntsville, TX 77342-4013
Texas Correctional Industries

Phone # 800-833-4302
E-mail tci@tdcj.texas.gov

TCI Quote

Date	Quote #
6/2/2025	[redacted]

Delivery ARO
90-120 days

Ship To
Williamson County 405 S. MLK-Box 7 Georgetown, TX. 78626

Quote Contact	Gloria Favela
Quote Phone	512-943-1238

Marketer	HH

All deliveries are FOB Destination. Please reference the above quote number in any subsequent purchase order(s). Purchase orders should be sent to tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us. Quotes are valid for 30 days.

Item	Smartbu...	Description	U/M	Qty	Price	Total
425-08-250653	425-A5	Chair, Constitutional, State Seal Upholstery: CA-019 (Caressa Bittersweet) Stain: Walnut	ea	4	408.00	1,632.00
425-08-050269		Seal, 1 Color, Custom Embroidery - 26th court seal	ea	4	55.00	220.00
Install		Installation - Optional	ea	4	20.00	80.00
425-08-300722	425-A5	Chair, Club, Diamond Tufted Seat & Back, Brass Nail Trim Stain: Walnut Upholstery: CA-019 (Caressa Bittersweet)	ea	2	525.00	1,050.00
Install		Installation - Optional	ea	2	20.00	40.00
425-03-361455		Bookcase, SH Series, 4 Shelves, Laminate Top, 38"W x 14"D x 70"H Stain: Walnut	ea	1	578.00	578.00
Install		Installation - Optional	ea	1	25.00	25.00

Total

51

Texas Department of Criminal Justice
Huntsville, TX 77342-4013
Texas Correctional Industries

Phone # 800-833-4302
E-mail tci@tdcj.texas.gov

TCI Quote

Date	Quote #
6/2/2025	[redacted]

Delivery ARO
90-120 days

Ship To
Williamson County 405 S. MLK-Box 7 Georgetown, TX. 78626

Quote Contact	Gloria Favela
Quote Phone	512-943-1238

Marketer	HH

All deliveries are FOB Destination. Please reference the above quote number in any subsequent purchase order(s). Purchase orders should be sent to tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us. Quotes are valid for 30 days.

Item	Smartbu...	Description	U/M	Qty	Price	Total
425-41-311058		File, SH Series, Lateral, 2 Drawer, Brass Pulls, Laminate Top 38"W x 21"D x 30"H Stain: Walnut	ea	1	533.00	533.00
Install		Installation - Optional	ea	1	30.00	30.00
425-21-002400		Sam Houston Adjustable Height Desk, 60" x 30", Without Drawer Stain: Walnut	ea	1	1,550.00	1,550.00
425-08-250653	425-A5	Chair, Constitutional, State Seal Upholstery: DU-006 (Durango Black) Stain: Walnut	ea	8	408.00	3,264.00
425-08-050269		Seal, 1 Color, Custom Embroidery - 26th court seal	ea	8	55.00	440.00
Install		Installation - Optional	ea	8	20.00	160.00

Total	$9,602.00

Commissioners Court - Regular Session **19.**

Meeting Date: 07/29/2025

Approval of Goods and Services Agreement #2025293 with Texas Correctional Industries for Chair Purchase and Installation at District Attorney's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services Agreement #2025293 with Texas Correctional Industries for the purchase and installation of a chair for the District Attorney's Office, in the amount of $1,087.00 with Texas Correctional Industries regulated by the Statewide Procurement Division (SPD), and authorizing the execution of the agreement.

Background

The agreement with Williamson County and Texas Correctional Industries (TCI) will provide a quality-made chair for the District Attorney's office at a reasonable cost. TCI's statutory objectives are found in Texas Government Code §497.002, and are to provide work program participants with marketable job skills, help reduce recidivism and reduce department costs by providing products and services to TDCJ and other eligible entities on a for-profit basis. TCI products are required to meet specifications established and regulated by the Statewide Procurement Division (SPD) of the Texas Comptroller of Public Accounts. SPD is the procurement authority for all state agencies in Texas and coordinates the majority of inter-agency sales of goods and services provided by TCI. Funding source is 01.0100.0440.003005 for FY25. Origination #2962. Department's point of contact is Gloria Favela. A 1295 Form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Service Agreement with quote redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 08:34 AM
Form Started By: Sandra Malcolm		Started On: 07/02/2025 10:28 AM
Final Approval Date: 07/24/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
[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 GOOD AND SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Department of Criminal Justice DBA Texas Correctional Industries** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County the goods described in **Quote** [redacted] attached and being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A". The not-to-exceed amount for this Contract shall be One Thousand, Eighty-Seven Dollars ($1,087.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or

fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Workers' Compensation Insurance: The Service Provider, which is a state agency, is self-insured for workers' compensation coverage through the State Office of Risk Management (SORM), in accordance with Chapter 501 of the Texas Labor Code. The Service Provider shall be responsible for administering and providing workers' compensation benefits to its employees in compliance with applicable state laws and regulations. No additional workers' compensation insurance shall be required of the Service Provider under this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST

CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Right to Audit: The 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 any records maintained by the Service Provider that are directly pertinent to the goods or services provided under this Contract, to the

extent permitted by law and applicable agency policy. The County shall coordinate with the Service Provider to schedule any such review during normal business hours and with reasonable advance notice. Access shall be subject to the Service Provider's security protocols and operational requirements.

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: Both the County and the Service Provider acknowledge that they are governmental bodies subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552. Each party agrees to comply with the TPIA as interpreted by applicable judicial decisions and opinions of the Texas Attorney General. Information, documentation, and other material related to this Purchase Order or any resulting contract may be subject to public disclosure unless excepted from disclosure under the TPIA or other applicable law. Each party shall promptly notify the other of any public information request received that pertains to this agreement and shall cooperate in good faith in responding to such requests, subject to any applicable legal exceptions or confidentiality obligations.

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: Neither the County nor the Service Provider shall use the other party's name, logo, or other identifying likeness in any press release, marketing materials, public statement, or other announcement related to this Purchase Order or any resulting contract without the prior written approval of the other party. This provision does not restrict disclosures required by law or authorized under the Texas Public Information Act. Both parties agree to coordinate in good faith regarding any media inquiries or public communications concerning this agreement.

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. [redacted]harked **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Addendums agreed to by both parties.

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

XXIII.

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

[SIGNATURE PAGE TO FOLLOW]

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

Williamson County:

_____
Authorized Signature

Hon. Steven Snell
County Judge

Date: _____,20__

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

Bill Lewis
Authorized Signature

Bill Lewis
Printed Name

Date: 7/17/25, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 18 2025 Time: 3:15 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2025 Time: 7:01 am

Exhibit "A"

[redacted]

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

TEXAS CORRECTIONAL INDUSTRIES

P O BOX 4013 HUNTSVILLE, Tx 77342-0099
1-800-833-4302 FAX (936) 437-8610

Customer Solicitation No: Date: 6/9/2025

Company: Williamson County DA	**RAMSEY QuoteNo** [redacted]
Contact Name: Favela,Gloria	Expires: 60 Days
Address: 405 MLK	Estimated Delivery ARO:
Georgetown, TX 78626	Telephone: (512) 943-1238 Ext.
Email@Email: gloria.favela@wilcotx.gov	Fax:

Thank you for calling Texas Correctional Industries (TCI).
Please find below your requested custom item(s) quote.

Item #	Description	Qty	Each	Total
425-99-Chair(QO12387A001)	CHAIR, SENATE FLOOR, EMBROIDERED SEAL, W/DURANGO(DU-006) BLACK VINYL	1	$1,067.00	$1,067.00
425-99-Install20	OPTIONAL INSTALLATION	1	$20.00	$20.00
	TOTAL:			**$1,087.00**

***Notes: Please allow 120 to 150 days for delivery, Thank You.

TCI MUST BE GIVEN THE FINAL OPPORTNITY TO MEET
OR BEAT THE LOWEST PRICE. TEX. GOV'T CODE 497.0025c

The above quote number should be included and referenced in any subsequent purchase order(s). Orders for custom items are considered final and cannot be returned. Should you require a proof or layout please contact tci@tdcj.texas.gov. TCI sinerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us at 1-800-833-4302

Commissioners Court - Regular Session **20.**

Meeting Date: 07/29/2025

Approval of Goods and Service Agreement with Texas Correctional Industries for Desk Purchase & Installation at the District Attorney's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Goods and Service Agreement and Contract #20252924 with Texas Correctional Industries for the purchase and installation of furniture for the District Attorney's Office in the amount of $800.00 with Texas Correctional Industries regulated by the Statewide Procurement Division (SPD), and authorizing the execution of the agreement.

Background

The agreement with Williamson County and Texas Correctional Industries (TCI) will provide quality-made furniture for our county offices at a reasonable cost. TCI's statutory objectives are found in Texas Government Code §497.002, and are to provide work program participants with marketable job skills, help reduce recidivism and reduce department costs by providing products and services to TDCJ and other eligible entities on a for-profit basis. TCI was established in 1963 with the passage of Senate Bill 338, the Prison-Made Goods Act. TCI manufactures goods and provides services for sale, on a for-profit basis, to city, county, state and federal agencies, public schools, public and private institutions of higher education, public hospitals and political subdivisions. TCI products are required to meet specifications established and regulated by the Statewide Procurement Division (SPD) of the Texas Comptroller of Public Accounts. SPD is the procurement authority for all state agencies in Texas and coordinates the majority of inter-agency sales of goods and services provided by TCI. Funding source is 01.0100.0440.003005 for FY25. Origination #2953. Department's point of contact is Gloria Favela. A 1295 Form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Service Agreement with quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/21/2025 10:40 AM
Form Started By: Sandra Malcolm		Started On: 07/02/2025 10:29 AM
Final Approval Date: 07/21/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
[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 GOOD AND SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Department of Criminal Justice DBA Texas Correctional Industries** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County the goods described in **Quote #GL 112-25** attached and being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A". The not-to-exceed amount for this Contract shall be Eight Hundred Dollars ($800.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or

fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

Workers' Compensation Insurance: The Service Provider, which is a state agency, is self-insured for workers' compensation coverage through the State Office of Risk Management (SORM), in accordance with Chapter 501 of the Texas Labor Code. The Service Provider shall be responsible for administering and providing workers' compensation benefits to its employees in compliance with applicable state laws and regulations. No additional workers' compensation insurance shall be required of the Service Provider under this Contract.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST

CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

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

X.

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

XI.

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

XII.

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

XIII.

Right to Audit: The 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 any records maintained by the Service Provider that are directly pertinent to the goods or services provided under this Contract, to the

extent permitted by law and applicable agency policy. The County shall coordinate with the Service Provider to schedule any such review during normal business hours and with reasonable advance notice. Access shall be subject to the Service Provider's security protocols and operational requirements.

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: Both the County and the Service Provider acknowledge that they are governmental bodies subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552. Each party agrees to comply with the TPIA as interpreted by applicable judicial decisions and opinions of the Texas Attorney General. Information, documentation, and other material related to this Purchase Order or any resulting contract may be subject to public disclosure unless excepted from disclosure under the TPIA or other applicable law. Each party shall promptly notify the other of any public information request received that pertains to this agreement and shall cooperate in good faith in responding to such requests, subject to any applicable legal exceptions or confidentiality obligations.

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: Neither the County nor the Service Provider shall use the other party's name, logo, or other identifying likeness in any press release, marketing materials, public statement, or other announcement related to this Purchase Order or any resulting contract without the prior written approval of the other party. This provision does not restrict disclosures required by law or authorized under the Texas Public Information Act. Both parties agree to coordinate in good faith regarding any media inquiries or public communications concerning this agreement.

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. [redacted] marked **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Addendums agreed to by both parties.

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

XXIII.

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

[SIGNATURE PAGE TO FOLLOW]

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

Williamson County:

_____
Authorized Signature

Hon. Steven Snell
County Judge

Date: _____,20__

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

Bill Lewis
Authorized Signature

Bill Lewis
Printed Name

Date: 7/17/25, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 18 2025 Time: 3:20 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2025 Time: 7:03 am

Exhibit "A"

[redacted]

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
TEXAS CORRECTIONAL INDUSTRIES

P O Box 4013 Huntsville, Tx 77342-0099
1-800-833-4302 FAX (936) 437-8610

Date: June 9, 2025

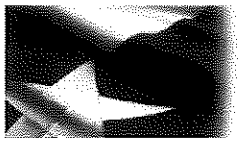
Company		Quote No: [redacted]
Contact Name	Hollie Herrick	Expires: 60 Days
		Estimated Delivery ARO:
Email@Email	hollie.Herrick@tdcj.texas.gov	Telephone: 940-585-9595
		Fax:

Thank you for calling Texas Correctional Industries (TCI).
Please find below your requested custom item(s) quote.

Item #	Description	Qty	Each	Total
	X Line			0.00
				0.00
425-21-00300	X Line Desk without drawer, 60" x 30"	1	$750.00	750.00
	installation	1	$50.00	50.00
				0.00
	Walnut			0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL		$800.00	

The above quote number should be included and referenced in any subsequent purchase order(s). Orders for custom items are considered final and cannot be returned. Should you require a proof or layout please contact tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any addtional information, please feel free to contact us at 1-800-833-4302. TCI must be given the final opportunity to meet or beat the lowest price. Texas Government Code 497.0025c

John D. Risinger
Plant Manager
Gib Lewis Furniture Factory
Phone: 409-283-8181 ext. 8291



Texas Correctional Industries

(936) 437-6048 *Toll Free (800) 833-4302*

City & County Municipalities

Law Enforcement

Parks & Outdoors

Schools & Higher Education

Graphics

Cardboard Boxes
Custom Printing
Folders
Laser Engraved Awards
Signs, Awards & Plastics

Janitorial

Brooms & Brushes
Mops & Wax Applicators
Soaps & Detergents

Garment / Textile

Apparel
Bags, Flags & Embroidery
Bedding & Mattresses
Leather Goods
Linens & Piece Goods
Windscreen and Drapery

Furniture

Chairs, Podium, Courtroom, & Trooper
Designs in Wood Series
Dorm Line Series
English Series Lounge
Fabric Samples/Chair Glides/Molded Plastics Samples
Flip-Tex Lounge
PPE Products
Sam Houston Series
Stephen F. Austin Series
X-Line Series

Modular Furniture

Office Systems
Sit/Stand Workstations

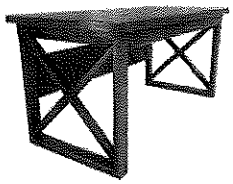
Metal

Detention & Security
Dump Truck and Tarp Accessories
Fencing
Kitchen & Food Service
Miscellaneous
Park Equipment
School Equipment
Signage for Streets & Traffic
Storage & Shelving
Toilets, Sinks & Showers
Truck Beds & Trailers

Services

Aluminum Bleachers
Auditorium Seating
Braille Transcribing
Bus Renovation
Computer Recovery
Furniture Refurbishing

X-Line Desk



The X-Line desk is a 60"X30"X30" high modern hardwood series made from red oak. Stain options are Walnut, Fruitwood or natural Oak. This desk comes standard without drawers.

Commodity Code	Description	Price
425-21-00300	X-Line Desk w/out drawers	Call for Quote
425-21-00301	X-Line Desk with drawers	Call for Quote
425-21-00404	X-Line Desk with w/out drawers 72"X36"	Call for Quote
425-21-00405	X-Line Desk with drawers 72"X36"	Call for Quote

GIS Conversion

Order Catalog

Commissioners Court - Regular Session **21.**

Meeting Date: 07/29/2025

Approval of the Subscriber Agreement #2025284 with LexisNexis a division of RELX, Inc. for Justice of the Peace Precinct #1

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving contract #2025284 between Williamson County and LexisNexis, a division of RELX, INC. to purchase the Lexis+ product offering with a 12-month subscription and two 12-month renewals for a total of $4,548.00 over the lifetime of the contract, and authorizing the execution of the agreement.

Background

The approval of this agreement will allow the Justice of the Peace Precinct #1 staff to perform online legal research. The Lexis+ will allow access to Texas Statewide Public Records, News, All Briefs, Pleadings, and Motions, Texas Practice Library, National Primary Enhanced, and Practical Guidance-State and Local Government. The subscription beginning 9/1/25 will be billed at $120.00 a month for the first 12 months; the second 12-month period will be $126.00 per month; and the third 12-month period will be $133.00 per month. The funding source will be 01.0100.0451.004210 for FY25. Origination #2993. The purchase has been approved by the Auditor's Office. The department's point of contact is Misty Lamb. The vendor is publicly traded, therefore a 1295 form is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Subscriber Agreement Recacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 08:25 AM
Form Started By: Sandra Malcolm		Started On: 06/23/2025 10:33 AM
Final Approval Date: 07/24/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
LEXIS NEXIS A DIVISION OF RELX, INC.
Re: Account Number: [redacted]J
(Justice of the Peace Precinct 1)

The underlying Lexis Subscription Agreement and its Amendments (Collectively the "Agreement") regarding account number: [redacted] (the "Amendment"), between Lexis Nexis a division of RELX, INC. ("LN") and Williamson County, Texas ("Subscriber") 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. **Termination for Convenience.** Subscriber may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to LN. In the event of such termination, it is understood and agreed that only the amounts due to LN 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 Subscriber's termination of this Agreement for convenience.

2. **No Indemnification by Subscriber.** LN acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to LN; therefore, all references of any in this Agreement to Subscriber indemnifying, holding or saving harmless any other party, including but not limited to LN, for any reason whatsoever are hereby deemed void and deleted.

3. **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.

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

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

6. **Non-Appropriation and Fiscal Funding.** The obligations of Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber for which Subscriber 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 Subscriber's fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to LN at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year. For purposes of this Agreement, the Subscriber 's fiscal year shall be October 1st to September 30th.

7. **Payment, Interest and Late Payments.** Subscriber'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 Subscriber 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 Subscriber 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 Subscriber'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 LN, Subscriber shall notify LN of the error not later than the twenty first (21st) day after the date Subscriber receives the invoice. If the error is resolved in favor of LN, LN shall be entitled to receive interest on the unpaid balance of the invoice submitted by LN beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Subscriber, LN 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.

8. **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 Subscriber, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Subscriber shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Subscriber. 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. LN shall furnish Subscriber with a certification of coverage issued by the insurer. LN shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, LN shall also notify Subscriber, 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.**

9. **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.

10. **Sales and Use Tax Exemption.** Subscriber 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 Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

11. **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 Subscriber, 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 Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, 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 Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

12. **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.

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

Lexis Nexis a division of RELX, INC.

By: Korinne Pace Digitally signed by Korinne Pace Date: 2025.07.15 14:34:36 -04'00'

Printed Name: Korinne Pace

Title: Contract Analyst

Date: July 15, 2025

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 16 2025 Time: 1:05 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 16 2025 Time: 10:20 am

AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

"**Subscriber**" **Name: Justice Of The Peace Precinct 1**
Account Number: [redacted]
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**1**

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	**SKU Number**	**Number of Users**
Texas Statewide Public Records	1002367	1
News	1010610	1
All Briefs, Pleadings & Motions	1010612	1
TX Practice Library	1010629	1

National Primary Enhanced	1011511	1
Lexis+™ Practical Guidance - State & Local Government	1534660	1

3.2. This Agreement commences on the Effective Date and continues for the Committed Term designated in Section 3.4; provided, that, after the Committed Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Committed Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term, Committed Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
9/1/2025 - 8/31/2026	$120
9/1/2026 - 8/31/2027	$126
9/1/2027 - 8/31/2028	$133

Some of the Online Services may allow Authorized Users to upload documents within the LN Online Services, known as the Vault ("Vault"). Subscriber may elect to disable the Vault for its Authorized Users by initialing below.

To have the Vault disabled for your Authorized Users, initial here _____
(Initial)

3.5. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.6. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.7. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information
Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable

precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber:	**Justice Of The Peace Precinct 1**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	
Job Title:	
Date:	

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	Korinne Pace Digitally signed by Korinne Pace Date: 2025.07.15 14:34:04 -04'00'
Name:	Korinne Pace
Job Title:	Contract Analyst
Date:	7/15/2025

Customer Information (please print or type)			
Organization Name (full legal name)		Justice Of The Peace Precinct 1	
Billing Frequency		☐ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)		☐ Yes	☐ No
New Invoice Contact Person	☐ Yes ☐ No	First & Last Name	Email Address
PO Required?	☐ Yes ☐ No	PO #	
MSA # if applicable			

[redacted]

Commissioners Court - Regular Session **22.**

Meeting Date: 07/29/2025

Award of RFSQ #25RFSQ36 Jail Inmate Psychiatric Medical Services for Corrections with Agreement #2025213 for Psychiatric Medical Services from Dr. Ghulam M. Khan for the County Jail

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Professional Services Agreement #2025213 awarded through RFSQ #25RFSQ36 Jail Inmate Psychiatric Medical Services for Corrections with Ghulam M. Khan, M.D. for Psychiatric Medical Services at the Williamson County Jail for the not-to-exceed amount of $76,800 annually or $6,400 each month, for the service described in the attached contract, and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed qualifications under RFSQ #25RFSQ36 Jail Inmate Psychiatric Medical Services for Corrections. There were one hundred sixteen (116) invitations sent out, forty (40) document takers and three (3) submissions were received. The evaluation team recommends awarding #25RFSQ36 to Ghulam M Kahn, M.D. based on his experience with the County jail and being the best overall provider. This contract is a four (4) year contract with four (4) additional one (1) year terms. Funding is from 01.0100.0570.004116. Origination #2264. Department point of contact is Susan Carmack.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Scoring Summary

Letter of Recommendation

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:23 AM
Form Started By: Barbi Hageman		Started On: 07/18/2025 09:05 AM
Final Approval Date: 07/24/2025		

WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR PSYCHIATRIC MEDICAL SERVICES
AT THE WILLIAMSON COUNTY JAIL
(Request for Qualifications #25RFSQ36)

This Williamson County Professional Services Agreement for Psychiatric Medical Services at the Williamson County Jail ("Agreement") is entered into between Williamson County, Texas, hereinafter referred to as "COUNTY", and Ghulam M. Kahn, M.D., hereinafter referred to as "PROVIDER", for the purposes of providing psychiatric services and attention for the inmates of the Williamson County Jail, hereinafter referred to as JAIL, which the Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County. 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 accordance with Wiliamson County's Request for Qualifications #25RFSQ36:

I. SCOPE OF SERVICES

PROVIDER shall provide outpatient psychiatric services and attention for the inmate of the JAIL. All services by PROVIDER shall be performed according to the regularly accepted standards of a psychiatrist that provides such psychiatric care and attention in the State of Texas.

PROVIDER shall have a duty to immediately notify COUNTY of any complaint, investigation, or adverse action taken against PROVIDER concerning his/her ability to practice in the State of Texas.

PROVIDER shall be physically present in the Jail Infirmary and/or housing unit to provide psychiatric services and attention every week for a minimum of eight (8) hours during the term of this Agreement. PROVIDER will schedule these hours subject to the reasonable requests of the COUNTY through its Jail staff or other authorized representative. PROVIDER shall have a duty to notify COUNTY through its Jail staff in writing of any time when PROVIDER cannot be physically present in the Jail Infirmary to provide psychiatric services in accordance with this Agreement. In such cases, PROVIDER must provide COUNTY with a suitable substitute psychiatrist to perform, on behalf of PROVIDER, the PROVIDER's obligations hereunder. COUNTY shall be able to accept or reject PROVIDER's proposed substitute at its sole discretion and PROVIDER remains obligated to provide services under this Agreement until an acceptable substitute is available and agreed upon by COUNTY. In addition, PROVIDER shall be available to virtually attend Chapter 574, Texas Health and Safety-Code, court-ordered psychoactive medication hearings as scheduled by the Court.

PROVIDER will provide outpatient psychiatric attention to all inmates requiring such attention. These services shall include, but are not limited to, follow-up on all lab tests and all inmates who have had psychiatric attention outside of the Jail Infirmary.

PROVIDER will be under no obligation to provide inpatient care, hospitalization, or specialty psychiatric services which are beyond PROVIDER's expertise. However, PROVIDER shall immediately inform COUNTY through its Jail staff in writing of the need for inpatient care, hospitalization, or specialty psychiatric services in the treatment of any inmate.

PROVIDER will work under the direction and supervision of the Medical Director and the Williamson County Jail Medical Supervisor, while coordinating care with the Behavior Health Nurse Practitioner. Responsibilities include overseeing mental health services for inmates, managing medication prescriptions and administration, ensuring proper recordkeeping, and maintaining security conditions for controlled substances and medical instruments. Jail staff may administer medications outside the PROVIDER's working hours, but all prescriptions must be authorized by the PROVIDER.

The PROVIDER shall perform all duties in accordance with applicable laws, regulations, and standards of practice as directed by the Medical Director and shall collaborate to ensure the highest quality of patient care.

PROVIDER will develop and write standing orders for use by the Jail staff in the handling of the psychiatric needs of the inmates.

PROVIDER will be available for phone consultations by Jail staff at any time unless PROVIDER has followed the notice requirement and substitute psychiatrist procedure outlined above for any periods when PROVIDER will not be available for phone consultations.

II. TERM AND TERMINATION

This Agreement shall become effective as of the date of the last party's execution below and shall continue through September 30, 2029. Unless terminated sooner, if applicable, at the end of the agreement term, 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. Either party may terminate this Agreement at any time for any reason (or without cause) on thirty (30) days prior written notice to the other party.

III. COST AND PAYMENT

COUNTY agrees to pay PROVIDER and PROVIDER agrees to accept the total sum of $6,400.00 each month for the services described under "SCOPE OF SERVICES." This monthly amount may be modified by agreement of the parties at the beginning of each subsequent fiscal year of the

COUNTY. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

Any violation of the provision of this Agreement by PROVIDER shall be grounds for withholding payment by the COUNTY until the violation is resolved to the satisfaction of the COUNTY.

Any travel coasts associated with services provided herein are to be handled separately from this Agreement and must be approved in writing by the Sheriff or his designated Chief or Assistant Chief Deputy prior to PROVIDER incurring travel costs if such costs are requested to be reimbursed by COUNTY. In the event COUNTY authorizes, in advance and in writing, reimbursement of non-labor expenses relating to the service subject of this Agreement, COUNTY will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the PROVIDER's invoice and clearly set forth the actual cost of the expenses, without markup.

COUNTY's payment for services shall be governed by Chapter 2251 or the Texas Government Code. Invoices shall be paid by COUNTY within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by COUNTY in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of COUNTY's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, COUNTY shall notify PROVIDER of the discrepancy. Following COUNTY's notification of any discrepancy as to an invoice, PROVIDER must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor's Office. COUNTY shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. COUNTY's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's Office receipt of the corrected or revised invoice.

IV. CONFIDENTIALITY

All information regarding PROVIDER's work under this Agreement shall be held in strictest confidence unless pre-approved in writing by COUNTY. PROVIDER agrees to read and follow the COUNTY's "HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES" regarding the use of inmate medical information.

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

V. AGENCY-INDEPENDENT CONTRACTOR

Neither the COUNTY nor any employee thereof is an agent of PROVIDER and neither PROVIDER nor any employee thereof is an agent of the COUNTY. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. The parties agree and acknowledge that PROVIDER is acting as an independent contractor under this Agreement.

VI. DUTY TO REPRESENT AND INDEMNITY

COUNTY agrees to provide legal representation and indemnity, to the extent allowed by Texas law, to PROVIDER in the event of legal action taken against PROVIDER on the basis of the services provided to the inmates of the JAIL in the performance of this Agreement. COUNTY shall have full authority to defend, negotiate, or settle any such claims at the sole discretion of the COUNTY. PROVIDER shall fully assist and participate, without cost to COUNTY, in the defense, negotiation, or settlement of any such claims, and such assistance and participation shall include consultation with COUNTY and opinion testimony as needed on medical questions and issues. PROVIDER shall also furnish, without cost to COUNTY, consultation and opinion testimony on medical questions and/or issues for legal actions against COUNTY or COUNTY's officials related to the psychiatric services provided to inmates on claims and/or suits that do not include PROVIDER as a named defendant. COUNTY reserves the right to withdraw its representation and indemnification of PROVIDER in the event PROVIDER fails to assist and participate in the defense, negotiation, or settlement of any claims.

COUNTY may fulfill its legal representation and indemnification obligations, to the extent allowed by law, under this Agreement through insurance or other means at its sole discretion.

VII. INSURANCE REQUIREMENTS

During the terms of this Agreement, COUNTY hereby agrees to provide the policy of insurance and PROVIDER acknowledges and agrees that such policy and coverage limits are sufficient and adequate. In the event that COUNTY and/or PROVIDER are sued for the services provided under this Agreement and counsel is provided through the said insurance policy, COUNTY shall not be required to provide counsel for PROVIDER in addition to the counsel that is provided under the insurance policy. Furthermore, COUNTY shall have no obligation to provide legal representation or indemnity to PROVIDER for any legal action which does not arise from PROVIDER's services under this Agreement or to any extend that is not allowed by law.

The following are the insurance requirements during the Agreement:

1. Coverage and Coverage Limits. County, at County's sole cost, shall, while this Agreement is in effect, provide and maintain Medical Professional Liability Insurance for the services to be provide by Provider in the amount of $200,000.00 per claim with an Annual Aggregate of $600,000.00 for all claims.
2. Additional Insureds. County, its directors, officers and employees shall be added as additional insureds under the policy required under this Agreement.

VIII. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

IX. THIRD PARTY BENEFICIARY EXCLUDED

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary. This Agreement may not be interpreted to waive the sovereign immunity of any party to this Agreement to the extent such party may have immunity under Texas Law.

X. FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

XI. TERMINATION

This Agreement may be terminated, with or without cause, by either party by providing written notice to the other party at least sixty (60) days prior to the intended date of termination.

XII. NOTICE

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

COUNTY:

Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

With copy to:

Williamson County Sheriff
508 Rock Street
Georgetown, Texas 78626

PROVIDER:

Ghulam M. Kahn, M.D.
[redacted]

XIII. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

XIV. VENUE AND GOVERNING LAW

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

XV. NO WAIVER OF IMMUNITIES

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents or employees, nor to create any legal rights or claims on behalf of any third party. COUNTY does not waive,

modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XVI. COUNTY'S RIGHT TO AUDIT

PROVIDER agrees that COUNTY or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of PROVIDER which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. PROVIDER agrees that COUNTY shall have access during normal working hours to all necessary PROVIDER facilities and shall be provided adequate and appropriate workspace to conduct audits in compliance with the provisions of this section. COUNTY shall give PROVIDER reasonable advance notice of intended audits.

XVII. APPROPRIATION OF FUNDS

COUNTY believes it has sufficient funds currently available and authorized for expenditure to finance the cost of this Agreement. PROVIDER understands and agrees that the COUNTY's payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payment under this Agreement.

The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness or either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that COUNTY shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of the COUNTY does not appropriate sufficient funds as determined by the COUNTY's budget for the fiscal year in question. The COUNTY may affect such termination by giving written notice of termination at the end of its then-current fiscal year.

NOW THEREFORE, this Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally but must be amended by written document of subsequent date duly executed by these parties.

WILLIAMSON COUNTY, TEXAS

_____
Williamson County Judge/Presiding Officer

Date: _____

PROVIDER

_____
Ghulam M. Kahn, M.D.

Date: 7/15/2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 16 2025 Time: 1:02 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 16 2025 Time: 6:52 am

Scoring Summary

Active Submissions

	Total	Psychological Services Qualifications	Meets County's Needs	Required Texas Licensure
Supplier	**/ 100 pts**	**/ 50 pts**	**/ 50 pts**	**Pass/Fail**
KHANASSOCIATES	100 pts	50 pts	50 pts	Pass
TrueCare24 Inc	50 pts	27.5 pts	22.5 pts	Pass
ATC Healthcare Services, LLC	16.75 pts	10 pts	6.75 pts	Fail

WILLIAMSON COUNTY SHERIFF'S OFFICE

MATTHEW LINDEMANN, SHERIFF
RANDY TRAYLOR, CHIEF

508 S Rock St. Georgetown, TX 78626

Office (512) 943-1300
Fax (512) 943-1444

Bryan Williams, Assistant Chief – Special Operations Bureau
Kathleen Pokluda, Assistant Chief – Corrections Bureau

Patrick Hurley, Assistant Chief – Law Enforcement Bureau
Rebecca Rodriguez, Chief of Staff

Date: July 18, 2025
To: Purchasing
From: Kathleen Pokluda, Assistant Chief, Corrections
Re: RFQ Evaluation for Jail Inmate Psychological Services

An RFQ was advertised in Bonfire for Jail Inmate Psychological Services in response to solicitation RSFQ36.

The purchasing department received 3 proposals and the Evaluation Committee along with the Purchasing Department reviewed the proposals.

After review of the proposals and considering the services, Dr. Gulum Khan is the best overall choice for providing the psychological services to the inmates in Williamson County Jail.

Respectfully submitted,

Kathleen Pokluda
Assistant Chief
Corrections Bureau

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:
2025-1338733

Date Filed:
07/18/2025

Date Acknowledged:

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

Ghualm khan MD
Round Rock , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson county

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025314
25rfsq36 professional psychiatrist services at jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

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

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

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

Executed in Williamson County, State of Tx, on the 22 day of July, 2025.
(month) (year)

Khan

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:
2025-1338733

Date Filed:
07/18/2025

Date Acknowledged:
07/18/2025

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

Ghualm khan MD
Round Rock , TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson county

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025314
25rfsq36 professional psychiatrist services at jail

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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 **23.**

Meeting Date: 07/29/2025

Authorize Issuing RFP #25RFP73 for Financial Sponsorship for Turf Fields at Southwest Regional Parks for the Park and Recreation Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Financial Sponsorship for Turf Fields at Southwest Regional Park, under RFP #25RFP73. The Funding Source is P605.

Background

Williamson County is seeking responses for Financial Sponsorship for Turf Fields at Southwest Regional Park. The funding source is P605, the Origination ID No. is 3162 and the point of contact is Russell Fishbeck.

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	07/24/2025 08:47 AM
Form Started By: Vickie Johnson		Started On: 07/18/2025 12:26 PM
Final Approval Date: 07/24/2025		

Commissioners Court - Regular Session **24.**

Meeting Date: 07/29/2025

Authorize Issuing IFB #25IFB74 for Hay Lease for Berry Springs Park and Preserve for the Parks and Recreation Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses Hay Lease for Berry Springs Park and Preserve for the Parks and Recreation Department, under IFB #25IFB74.

Background

Williamson County is seeking responses for Hay Lease for Berry Springs Park and Preserve. This will be a revenue-generating contract. The Origination ID No. is 3162 and the point of contact is Mark Pettigrew.

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	07/24/2025 08:59 AM
Form Started By: Vickie Johnson		Started On: 07/18/2025 03:19 PM
Final Approval Date: 07/24/2025		

Commissioners Court - Regular Session **25.**

Meeting Date: 07/29/2025

Approval of Master Service Agreement #2025287 for Dumpster Collection and Recycling with Paper Retriever of Texas of Texas, LLC 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 #2025287 for Dumpster Collection and Recycling with Paper Retriever of Texas, LLC at various locations throughout Williamson County with the not-to-exceed amount of Forty-Nine Thousand Five Hundred and No/100 Dollars ($49,500.00) and authorize execution of the agreement.

Background

Williamson County requested quotes from three (3) different vendors. This Master Service Agreement is attached between Williamson County and Paper Retriever of Texas, LLC for Dumpster Collection and Recycling for a period of three (3) years beginning on 10/1/25 and running through 9/30/28 at various locations throughout Williamson County. The Funding Source is 01.0100.0509.004990, Origination ID is #3019 and the Point of Contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Paper Retriever of Texas, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:22 AM
Form Started By: Michelle McKinney		Started On: 07/20/2025 07:35 PM
Final Approval Date: 07/24/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT WITH PAPER RETRIEVER OF TEXAS, LLC

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

THIS MASTER SERVICES AGREEMENT ("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 **Paper Retriever of Texas, LLC** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: The services to be provided include dumpster collection and recycling throughout Williamson County. The services location include but are not limited to the locations described in the attached **Paper Retriever of Texas Dumpster Existing Locations** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: 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 when signed by all parties and shall begin October 1, 2025 and continue through September 30, 2028. 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 as defined with the rates on the **Paper Retriever of Texas Dumpster Existing Locations** marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the requirements of County's solicitation, if applicable. The not-to-exceed amount payable by County under this Agreement shall be **Forty-Nine Thousand Five Hundred Dollars ($49,500.00)**. 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
Paper Retriever of Texas, LLC
2401 South Laflin St,
Chicago, IL 60608

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:	**PAPER RETRIEVER OF TEXAS, LLC**
_____	_____
Authorized Signature	Authorized Signature
_____	Dan Paty
County Judge/Presiding Officer	Printed Name
Dated: _____ _____, 20___	Dated: July 11, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 14 2025 Time: 9:25 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 14 2025 Time: 7:23 am

Exhibit "A"

Paper Retriever of Texas Dumpster Existing Locations

FY 26 (October 1, 2025 - September 30, 2026)
FY 27 (October 1, 2026 - September 30, 2027)
FY 28 (October 1, 2027 - September 30, 2028)
Williamson County - Paper Retrieverof Texas Recycling Dumpster Existing Locations - Contract #

Dumpster Wilco Bldg Name	Recycling Dumpster Bldg Address	City, State, Zip	Collection Day	# of Containers	Notes	Frequency	FY26	FY27	FY28	Notes2
Justice Center	405 Martin Luther King Blvd	Georgetown, TX 78628	Friday	1	Friday	Weekly	$ 184.00	$ 202.00	$ 222.00	
Central Maintenance Facility	3151 South East Inner Loop	Georgetown, TX 78628	Friday	1	Friday	Weekly	$ 184.00	$ 202.00	$ 222.00	
Inner Loop Annex	301 South East Inner Loop	Georgetown, TX 78628	Friday	1	Friday	Weekly	$ 184.00	$ 202.00	$ 222.00	
Cedar Park Annex	350 Discover Blvd	Cedar Park, TX 78613	Thursday	1	1st week of Month	Monthly	$ 108.00	$ 117.00	$ 126.00	
Taylor Annex	412 Vance Street	Taylor, TX 76574	Friday	1	1st week of Month	Monthly	$ 108.00	$ 117.00	$ 126.00	
Round Rock Jester Annex	1801 East Old Settler Blvd	Round Rock, TX 78664	Thursday	1	1st week of Month	Monthly	$ 108.00	$ 117.00	$ 126.00	
Texas Ave	355 Texas Ave	Round Rock, TX 78664	Thursday	1	1st & 3rd week of Month	Semimonthly	$ 146.00	$ 158.00	$ 171.00	
EMS Training	3189 South East Inner Loop	Georgetown, TX 78626	Friday	1	1st week of Month	Monthly	$ 108.00	$ 117.00	$ 126.00	
Georgetown Annex	100 Wilco Way	Georgetown, TX 78626	Friday	1	1st week of Month	Monthly	$ 108.00	$ 117.00	$ 126.00	
Lake Creek Annex	9500 N Lake Creek Pkwy	Austin, TX 78717	Wednesday	1	1st week of Month	Monthly	$ 108.00	$ 117.00	$ 126.00	New Location - under construction; Start date TBD
Georgetown Headquarters	1848 Texas Trail	Georgetown, TX 78626	Friday	1	Friday	Weekly	$ 184.00	$ 202.00	$ 222.00	New Location - under construction; Start date TBD
			Total Dumpster Count	**11**		**Total Monthly Cost**	**$ 1,530.00**	**$ 1,668.00**	**$ 1,815.00**	

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:
2025-1338672

Date Filed:
07/18/2025

Date Acknowledged:

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

Paper retriever of Texas
San Antonio , 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.

2025287
Recycling Service

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 Rick Pickard, and my date of birth is [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 _____ County, State of _____, on the _____ day of _____ (month), 20____ (year).

Rick Pickard

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:
2025-1338672

Date Filed:
07/18/2025

Date Acknowledged:
07/20/2025

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

Paper retriever of Texas
San Antonio , 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.

2025287
Recycling Service

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 **26.**

Meeting Date: 07/29/2025

Approval of Agreement for Design & Engineering Services of the Criminal Justice Center North IDF Room HVAC with Cleary Zimmermann Engineers, LLC. utilizing 25RFSQ7 - MEPFC pool for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Cleary Zimmermann Engineers, LLC for Design & Engineering Services of the Criminal Justice Center North IDF Room HVAC in the not-to-exceed amount of Thirty-Three Thousand Five Hundred and No/100 Dollars ($33,500.00) authorize execution of the agreement.

Background

Cleary Zimmermann Engineers, LLC is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on Pool CC 1/7/25 Agenda Item #32. Cleary Zimmermann Engineers, LLC is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. Cleary Zimmermann Engineers, LLC received the highest score for this project. This Agreement for Design & Engineering Services between Williamson County and Cleary Zimmermann Engineers, LLC to add three (3) split-system HVAC units for the basement, first, and second level Intermediate Distribution Frame (IDF) rooms located at the north end of the Criminal Justice Center (CJC) located at 405 MLK, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is 01.0100.1009.004100, and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Redacted

Form 1295 Cleary Zimmermann Engineers LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:23 AM
Form Started By: Michelle McKinney		Started On: 07/20/2025 08:11 PM
Final Approval Date: 07/24/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Criminal Justice Center North IDF Room HVAC** ("Project")

ARCHITECT/ ENGINEER: **Cleary Zimmermann Engineers, LLC** ("A/E")
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste 200
Austin, Texas 78723

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, **V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A** entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **add three (3) split-system HVAC units for the basement, first, and second level Intermediate Distribution Frame (IDF) rooms located at the north end of the Criminal Justice Center (CJC)**; and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.
Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.
County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.
In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (*see* 16 Tex. Admin. Code § 68.100; *see also* Tex. Gov't Code, Ch. 469).

2.3.2
Americans with Disabilities Act (ADA)

2.3.3
Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4
Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.
A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.
A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4
CHARACTER AND SCOPE OF SERVICES

4.1
In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Thirty-Three Thousand Five Hundred and No/100 Dollars ($ 33,500.00)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Three Hundred Thirty-Five and No/100 Dollars ($ 335.00)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8
TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A**.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Cleary Zimmermann Engineers, LLC
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste 200
Austin, Texas 78723

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual

responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10
NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Cleary Zimmermann Engineers, LLC
3218 Manor Road, Ste 200
Austin, Texas 78723

Attention: Aaron Lovelock, PE
Principal

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11
PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1
Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2
Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12
CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13
REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.
A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.
Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County’s technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.
County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or “Accepted” shall mean that in County’s reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars ($ 1,000)** from the A/E ‘s Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made

at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14
SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15
VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16
TERMINATION

This Agreement may be terminated as set forth below.

16.1
By mutual agreement and consent, in writing, of both parties.

16.2
By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3
By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4
By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5
By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22
INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR

ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25
INSURANCE

A/E must comply with the following insurance requirements at all times during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage.

Prior to the performance of any A/E Services, A/E shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, A/E shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.3 Additional Insureds; Waiver of Subrogation.

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.4 Certificate Holder.

The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.5 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.5.1
County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.5.2
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.6 Notices by A/E.

A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **$50,000** in the A/E's insurance must be declared and approved in writing by County in advance.

25.8 Insurance Company Rating.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.9 No Arbitration.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.10 Subcontractor/Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for A/E's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

A/E shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. A/E must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

25.11 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E.

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.
A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.
Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.
This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.
The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.
Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.
Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix to this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32
EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33
MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34
PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its employees, agents, or any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which

A/E exercises control will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, any other person or entity under contract with A/E including, without limitation, A/E's subconsultants, or any other entity over which A/E exercises control shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
Cleary Zimmerman Engineers, LLC

By: Wade Cleary
Signature

Wade
Printed Name

CEO/Managing Principal
Title

Date Signed: July 15, 2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASICSERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the

project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, 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:

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$ 33,500**	100%
100%	**Cleary Zimmermann Engineers, LLC**	**$ 33,500**	
Phase I - SCHEMATIC DESIGN		**$ 5,000**	15%
	Cleary Zimmermann Engineers, LLC	$ 5,000	
Phase II - DESIGN DEVELOPMENT		**$ 8,300**	25%
	Cleary Zimmermann Engineers, LLC	$ 8,300	
Phase III - CONSTRUCTION DOCUMENTS		**$ 11,700**	35%
	Cleary Zimmermann Engineers, LLC	$ 11,700	
Phase IV - REGULATORY REVIEW AND PERMITS		**$ 900**	3%
	Cleary Zimmermann Engineers, LLC	$ 900	
Phase V - BIDDING, AWARD, AND EXECUTION		**$ 900**	3%
	Cleary Zimmermann Engineers, LLC	$ 900	
Phase VI - CONSTRUCTION ADMINISTRATION		**$ 5,025**	15%
	Cleary Zimmermann Engineers, LLC	$ 5,025	
Phase VII - PROJECT CLOSE-OUT		**$ 1,675**	5%
	Cleary Zimmermann Engineers, LLC	$ 1,675	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Nine Hundred Sixty (960) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**08/12/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	08/27/25
30% Plans, Specifications and Estimate deliverables	09/03/25
County written authorization to proceed to next phase	09/24/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	10/08/25
County written authorization to proceed to next phase	10/22/25
Phase III - CONSTRUCTION DOCUMENTS	
Site Development Plans application submittal to City	11/21/25
Complete Plans, Specifications and Estimate deliverables	11/05/25
County written authorization to proceed to next phase	11/19/25
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Plans and Specifications and Estimate deliverables to County	12/17/25
Plans submittal to TDLR and Permit application submittal to City	12/24/25
Construction Permits received from City	01/21/26
Phase V - BIDDING, AWARD, AND EXECUTION	
Permitted Plans and Specifications and Estimate deliverables to County	01/28/26

County advertises project for Bid	02/18/26
Contract Award	03/18/26

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	03/25/26
Construction Substantial Completion	03/24/27

Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD

Record Documents deliverables	04/21/27
Pre-Warranty Expiration Walk	01/21/28
Warranty Expiration	03/22/28

All services shall be complete on, or before: **03/29/28**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants

10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental
10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Technology Fees
10.27 Sales tax on goods purchased
10.28 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Cleary Zimmermann Engineers, LLC

Wade Cleary
Signature of Certifying Official

Wade Cleary
Printed Name of Certifying Official

CEO/Managing Principal
Title of Certifying Official

July 15, 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 Wade Cleary (Signatory Name) the CEO/Managing Principal (Signatory Title) Cleary Zimmermann (Entity Name), on behalf of said firm.

CHRYSTAL PAYNE
Notary Public, State of Texas
Comm. Expires 08-26-2029
Notary ID 10688026

Chrystal Payne
Notary Public in and for the
State of Texas

My commission expires: 8/26/29

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES



Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"



REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1336891

Date Filed:
07/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cleary Zimmermann Engineers
San Antonio, 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.
Criminal Justice Center North
MEP Services for Criminal Justice Center North IDF Room HVAC

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Wade Cleary, and my date of birth is [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 Bexar County, State of Texas, on the 15th day of July (month), 2025 (year).

Wade Cleary
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:
2025-1336891

Date Filed:
07/15/2025

Date Acknowledged:
07/20/2025

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

Cleary Zimmermann Engineers
San Antonio, 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.

Criminal Justice Center North
MEP Services for Criminal Justice Center North IDF Room HVAC

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Cleary, Wade	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 _____, _____, _____, _____, _____.
(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: 07/29/2025

Approval of Agreement for Construction Services for Criminal Justice Center (CJC) South IDF Rooms – HVAC via RFP #24RFP30 with 5-F Mechanical Group, Inc. for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Construction Services utilizing RFP #24RFP30 for the construction/installation of 5 Ton Dual Head Mini Splits at the Criminal Justice Center (CJC) server rooms project, to 5-F Mechanical Group, Inc, in the amount of Forty-Eight Thousand, Three Hundred Forty-Seven Dollars and 06/100 ($48,347.06) and authorize execution of the agreement.

Background

This project is for the CJC South IDF Rooms HVAC utilizing RFP #25RFP30 for the construction/installation of 5ton Dual Head Mini Splits at the Criminal Justice Center (CJC) server rooms project which was awarded on 04.09.2024, agenda item no. 57. This Agreement is between Williamson County and 5-F Mechanical Group, Inc, is for the CJC South IDF Rooms HVAC located at 405 MLK, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. The funding source is 01.0100.1009.004509 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form 1295 5-F Mechanical Group, Inc Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:14 AM
Form Started By: Michelle McKinney		Started On: 07/21/2025 08:25 AM
Final Approval Date: 07/24/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and 5-F Mechanical Group, Inc ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction/installation of 5ton Dual Head Mini Splits at the Criminal Justice Center (CJC) server rooms (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Forty-Eight Thousand Three Hundred Forty-Seven and 06 /100 Dollars ($ 48,347.06)** 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 **Sixty (60) 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 and No/100 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 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial	

General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

.4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.7 Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.8 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. 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 : INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
11.2.1.4 Fails to perform any of its obligations under the Agreement;
11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

12.2 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. GC shall be an independent contractor under this Contract and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this Contract which may appear to give County the right to direct GC 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 GC shall follow the desires of County in the results of the Work only. County shall not retain or have the right to control the GC's means, methods or details pertaining to the GC's performance of the Work described herein, nor shall County have the power to direct the order in which GC's Work is performed under this Contract. County and GC hereby agree and declare that GC 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 GC is not an employee of County for purposes of this Contract, and that the GC 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 County.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP #24RFP30;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP #24RFP30; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP #24RFP30;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP #24RFP30; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

CONTRACTOR:
5F Mechanical Group, Inc.

By: _____

Printed Name: Tyler Pack

Title: HVAC Account manager

Date: 07/17/2025

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit "A"

Plans and Specifications

Location of Project: Williamson County Criminal Justice Center, 405 Martin Luther King, Georgetown, TX 78626

Scope of Work:

- Demo existing 2.5ton condenser.
- Pick up equipment, parts and materials.
    - Demoed equipment to be left with County for storage.

Install:

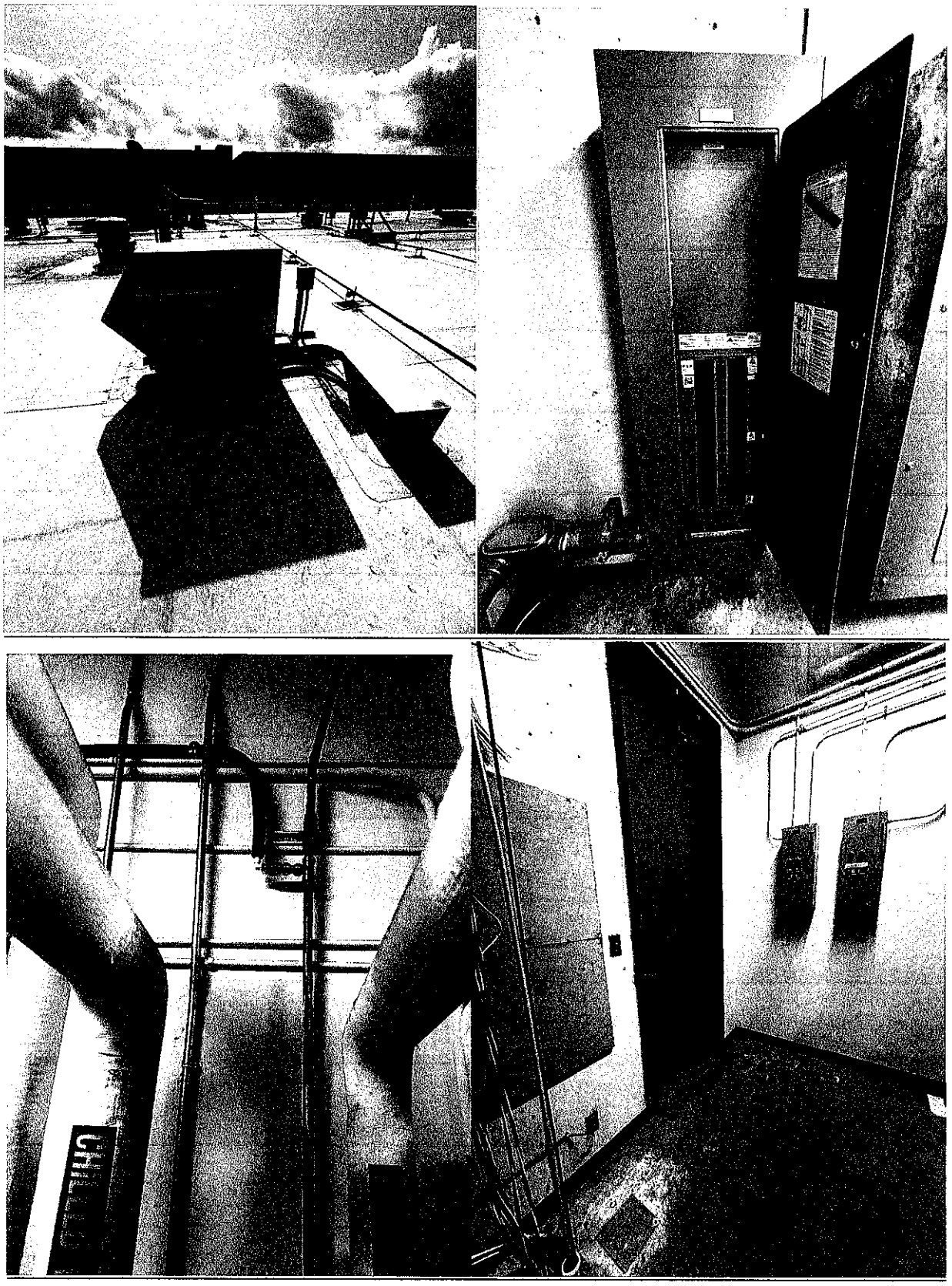
- One (1) 5ton Mitsubishi MXZ-SM60NAM2 condenser on roof.
- Two (2) Mitsubishi PKFY-P30NKMU 2.5ton wall mounted air handlers.
- One (1) new refrigerant line set from new condenser through existing roof flashing and floor coring to 2nd and 3rd floor server room hallways.
- Branch lines to 2nd and 3rd floor server room.
- Wall mounted condensate pumps and pipe discharge to mechanical room floor drains.
- Hard wired Mitsubishi Tstats.

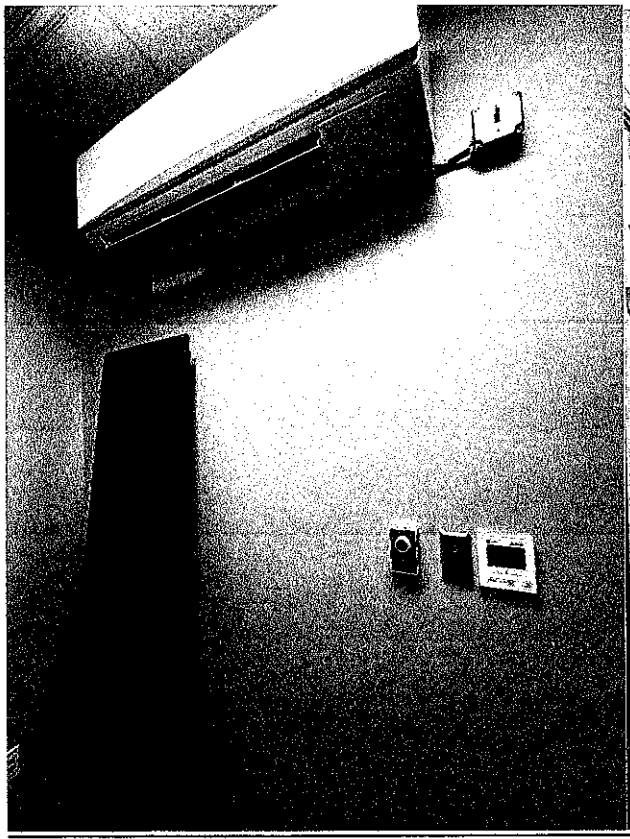
Additional:

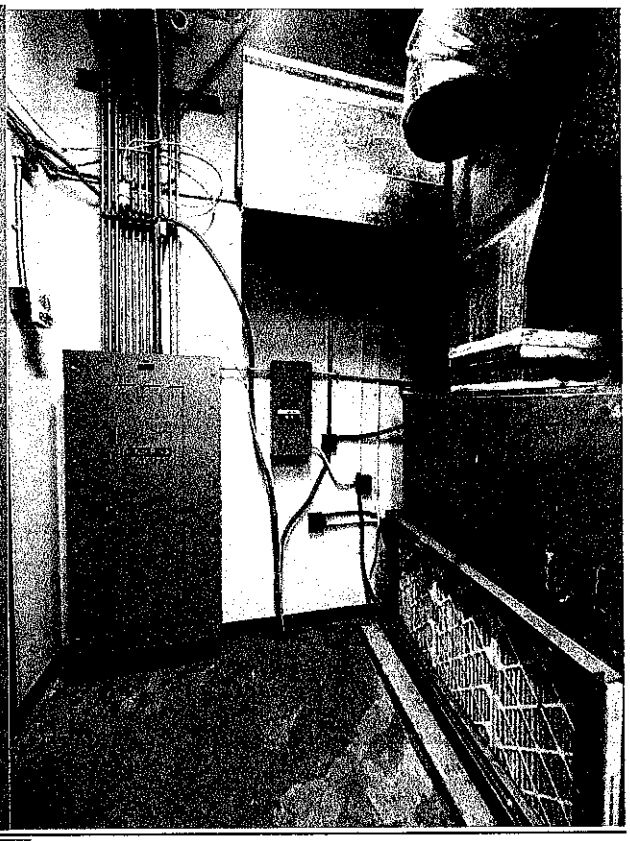
- Remove existing thy curb and replace with new curbs.
    - Roofer to flash in new curbs.
- Pull, vacuum, start up, and charge system with refrigerant.

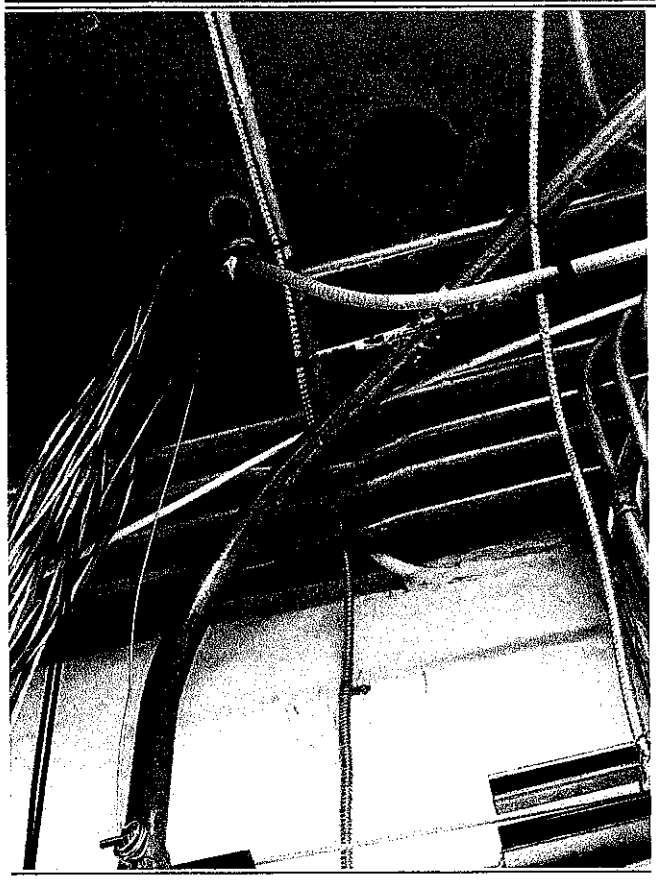
Note:

- Work may be required after normal working hours (excluding Holidays).
- Line Voltage electrical to be included.









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:
2025-1338740

Date Filed:
07/18/2025

Date Acknowledged:

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

5-F Mechanical Group Inc.
Elgin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CJC South IDF Rooms HVAC
Install 5ton Dual Head Mini Split (Justice Center Server Room)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schnautz, David	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is DAVID SCHNAUTZ, and my date of birth is _____.

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

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

Executed in TRAVIS County, State of TX, on the 18 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:
2025-1338740

Date Filed:
07/18/2025

Date Acknowledged:
07/20/2025

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

5-F Mechanical Group Inc.
Elgin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CJC South IDF Rooms HVAC
Install 5ton Dual Head Mini Split (Justice Center Server Room)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schnautz, David	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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 **28.**

Meeting Date: 07/29/2025

Approval of the Agreement for Construction Services No. 2025315 with The Brandt Companies LLC for the JP4 HVAC Replacement for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025315 between Williamson County and The Brandt Companies, LLC for the JP4 HVAC Replacement in the not-to-exceed amount of Seventy-Seven Thousand Six Hundred Twenty-Five and 08/100 Dollars ($77,625.08), pursuant to Choice Partners 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 construction/replacement of two (2) R22 Units and the addition of an access panel at JP4 located at 321 Ed Schmidt Blvd, Ste 200, Hutto, TX 78634. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1048.004509 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Redacted

Form 1295 The Brandt Companies LLC complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:25 AM
Form Started By: Michelle McKinney		Started On: 07/21/2025 10:10 AM
Final Approval Date: 07/24/2025		

Agreement for Construction Services

(Cooperative Contract #CSP-22-049MF)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and The Brandt Companies, LLC ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction/replacement of Two (2) R22 Units and addition of access panel at JP4 (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 **Seventy-Seven Thousand Six Hundred Twenty-Five and 08/100 Dollars ($ 77,625.08)** 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 **Thirty (30) 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 and No/100 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 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER OCCURRENCE
Commercial	

General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

.4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.7 Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.8 Umbrella coverage in the amount of not less than $5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

   (a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
   (b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
   (c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
   (d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. 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 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

12.2 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #CSP-22-049MF; 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: 7/15/2025

Exhibit “A”

Plans and Specifications

Location: JP4 321 Ed Schmidt Blvd, Ste 200, Hutto, TX 78634

Scope of Work:

- Recover the refrigerant and disconnect the line sets from units 1 and 3.
- Disconnect electrical and piping at the indoor and outdoor units.
- Remove old equipment and install new Carrier heat pump split units. Includes new smoke detectors and surface mount alarm control.
- Upsize the condenser electrical feed and install (2) new breaker.
    - Breakers to be replaced after normal business hours.
- Flush lines with r11 flush to remove old oil residue and reconnect.
- Evacuate (2) systems and start.
    - Top off refrigerant charge on both.
- Install (10) return air filter grilles for all units on site. (20x20x1 filters included).
- Lobby unit to be completed after normal business hours.
- Install new retractable ceiling ladder and additional framing and support.
- Patch ceiling and paint after installation completed.
- Disconnect and reconnect controls on units 1 and 3.
    - Controls handled by ALC controls.
- Clean up work area at the completion of each workday.

Exclusions:

- Parts, materials and equipment will have a restocking fee up to 100% if cancelled. Some items may be non-returnable.
- Items not listed in Scope of Work or after normal business hours.
- Contractor not responsible for unlocated utilities.



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:
2025-1336154

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.

The Brandt Companies, LLC - A Southland Industries Company
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CSP-22-049MF
JP4 HVAC Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Danny Kelsey, and my date of birth is [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 Travis County, State of Texas, on the 7th 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:
2025-1336154

Date Filed:
07/14/2025

Date Acknowledged:
07/21/2025

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

The Brandt Companies, LLC - A Southland Industries Company
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CSP-22-049MF
JP4 HVAC Replacement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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 **29.**

Meeting Date: 07/29/2025

Approval of Agreement #2025314 with IntegrityOne Solutions,LLC for Children's Advocacy Center Door 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 Services and Goods Contract #2025314, between Williamson County and IntegrityOne Solutions LLC in the not-to-exceed amount of Thirteen Thousand Two Hundred Thirty-Nine Dollars ($13,239.00) pursuant to TIPS Cooperative Contract # 24010401 and authorize execution of the agreement.

Background

This Services and Goods Contract is for door replacement services at the Children's Advocacy Center (CAC) located at 1811 SE Inner Loop, Georgetown, TX 78626, between Williamson County and IntegrityOne Solutions LLC. Contract Audit and General Counsel have been reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1064.004509 and the point of contact is Christy Matoksa.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Services and Goods Contract

Form 1295 IntegrityOne Solutions, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:27 AM
Form Started By: Michelle McKinney		Started On: 07/21/2025 11:05 AM
Final Approval Date: 07/24/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
INTEGRITYONE SOLUTIONS LLC

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 **IntegrityOne Solutions LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes door replacement services at the Children's Advocacy Center (CAC), as described in the attached quote 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 ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be **sixty-five (65) calendar days from the Effective Date**, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated upon completion based on a fixed sum as set out in **Exhibit "A"** and in accordance with TIPS Contract #24010401. The not-to-exceed amount shall be **Thirteen Thousand Two Hundred Thirty-Nine Dollars** ($13,239.00).

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 Quote, marked as **Exhibit "A"**;
B. The cooperative purchasing TIP Contract No. 24010401, incorporated by reference;
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:	**INTEGRITYONE SOLUTIONS LLC:**
	Jim Johnson Digitally signed by Jim Johnson DN: C=US, E=jjohnson@integrityonesolutions.com, O="Integrity One Solutions, LLC", OU=Sales/ PM, CN=Jim Johnson Date: 2025.07.14 12:28:01-05'00'
Authorized Signature	Authorized Signature
County Judge/Presiding Officer	Printed Name
Date: _____, _____ 20___	Date: _____, _____ 20___

Exhibit “A”

INTEGRITY ONE SOLUTIONS

Phone: 254-655-4266
Fax: 254-655-4057
P.O. Box 23103
Waco, TX 76702
265 Cherokee Trail
Waco, TX 76712

DATE: 7/2/2025 *PAGE 1 OF 1*

TO:
Wilco
Georetown, Tx

JOB SITE:
Child Advocacy 1811 SE Inner Loop
Matt 512/423-5514

Quantity			
	INTEGRITY ONE SOLUTIONS agrees to supply and install the following:		
2	3'0/6'8 Single Hollow metal doors with 24x30 .25'' 1 HR rated window		
2	3'0/7'0 Entry Pair Hollow metal doors with 24x30 .25'' 1 HR rated window		
		4 doors and hardware	$8,049.00
	HARDWARE FOR ENTRY PAIR		
1	Von Duprin QEL electrified panic with keyed lever trim		
1	Von Duprin non electrified panic with dummy lever trim		
2	5801 auto door closers	**4 23x29 1hr fire glass.....**	**$2,965.00**
1	Keyed removeable mullion		
6	NRP Security Hinges		
	Weatherstripping, threshold, door bottom sweeps		
		installation	**$2,025.00**
		1 trip chg to deliver doors to painter	$200.00

doors and hardware fire rated
will reuse the hardware on the two single doors except for the hinges.
all cylinders to accept small format BEST cores provided by owner.
doors are primed gray. Window film by others
painting by others.
TIPS #24010401

TOTAL **$13,239.00**

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS AND RESPECT

EXCLUSIONS

SALES TAX
TRIM WORK
PAINTING

Submitted By: JIM JOHNSON *DATE:*
jjohnson@integrityonesolutions.com

This proposal is made contingent upon a mutually agreeable contract and schedule.
This proposal may be withdrawn after thirty (30) days.

INTEGRITY
BUILDERS SUPPLY

Phone: 254-655-4266
Fax: 254-655-4057
P.O. Box 23103
Waco, TX 76702
3717 W. Industrial Blvd
Waco, TX 76711

BID PROPOSAL, PAGE 2 OF 2

Notes & Clarifications

1.) On materials that are furnished, but not installed in this proposal, all materials shall be delivered FOB jobsite. All labor and equipment necessary for unloading is Customer's responsibility.

2.) Upon delivery, Customer is responsible for immediately checking the delivery ticket, and noting any shortages, damage, or discrepanices. Integrity Builders Supply assumes no responsibility for replacing materials that are not noted as deficient upon delivery.

3.) This bid is made contingent upon reasonable and continuous access to all work areas. Customer must provide reasonable flow of work.

4.) Accessory items such as hinges, kickplates, pulls, stops and weatherstripping may be quoted as Assa Abloy materials in lieu of specified manufacturer.

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:
2025-1335519

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.

IntegrityOne Solutions, LLC
Woodway, 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 Child Advocacy

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.

24010401
Division 8

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 Lori Parsons, and my date of birth is [redacted].

My address is [redacted].

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

Executed in McLennan County, State of Texas, on the 11th 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:
2025-1335519

Date Filed:
07/11/2025

Date Acknowledged:
07/21/2025

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

IntegrityOne Solutions, LLC
Woodway, 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 Child Advocacy

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.

24010401
Division 8

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 **30.**

Meeting Date: 07/29/2025

Diamond 24RFSQ13 WA4 SA1 Surveying LRTP

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 4 to the LRTP On-Call Surveying Services contract executed on March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to the LTP Corridor Program. Project: P457. Fund Source: Road and Bridge.

Background

The Diamond Surveying, Inc. Supplemental No. 1 to Work Authorization No. 4 is for the survey of 5 additional parcels in the amount of $50,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 WA4 SA1 Surveying LRTP

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/18/2025 09:42 AM
County Judge Exec Asst.	Delia Colon	07/18/2025 10:07 AM
Form Started By: Vicky Edwards		Started On: 07/16/2025 02:42 PM
Final Approval Date: 07/18/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY ROAD AND BRIDGE PROGRAM: LRTP On-Call Survey Services

This Supplemental Work Authorization No. 01 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 04 dated effective July 31, 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 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. All changes and additions to services provided will be shown in the revised Attachment "B" (must be attached).

II. The maximum amount payable for service under the Work Authorization is hereby increased by **$50,000.00** from $175,000.00 to **$225,000.00**.

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, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR:	**COUNTY:**
Diamond Surveying, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Shane Shafer	_____
Printed Name	Printed Name
President	_____
Title	Title
July 8, 2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Surveyor

APPROVED
By Christen Eschberger at 11:49 am, Jul 16, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
On-Call Survey Services

a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

- Submit monthly progress status reports to the GEC, when warranted.

1. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Surveyor 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.

- SURVEYING SERVICES: Surveyor will utilize current right of entry (ROE) obtained for the individual tasked project. If no ROE exists, and upon receiving approval from GEC on the specific scoped task, prepare and mail a ROE letter(s) (**up to 5** additional letters for the program assumed) per the County's standard, for the project team, including geotechnical and environmental. Send a second follow-up letter to non- responsive property owners.

- Locate and stake existing and/or proposed ROW lines.

- Perform sufficient deed research to analyze the ROW or property lines for the affected tracts.

- Perform sufficient field work to attempt recovery of the critical property corners for boundary.

- Locate railroad rights-of-way (if any).

- Generate survey plats with metes and bounds descriptions for ROW acquisition parcel(s) and/or easement acquisition(s) (**up to 5** additional parcel documents assumed).

1. Perform sufficient 2-dimensional (horizontal only) location of substantial features found within twenty-five (25) feet of the proposed ROW line and note any improvements requiring removal/relocation.

a. Locate visible improvements and utilities, including driveways, water wells, storage tanks, edge of pavement//shoulder, physical centerline, guardrail, fences, signs, and mailboxes.

2. Existing easement and fee strips must be shown and identified by width, owner, and recording data.

3. Building lines or set-back lines must be shown and identified.

4. Surveyor will review title commitment provided by the County for each parcel document.

- Place necessary monuments at the corners of the parcels to be acquired (**up to 5** additional tracts).

b. ASSUMPTIONS

- The Surveyor shall notify the County prior to performing the work if:

1. Sufficient ROW monumentation or project control cannot be found to re-establish the existing alignments and associated ROW lines along the project corridor.

2. Traffic Control cannot be managed by the Surveyor's personnel.

3. The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.

4. Coordination with County personnel or landowners that limits the access to their property(ies) or the availability of records for the survey.

Commissioners Court - Regular Session **31.**

Meeting Date: 07/29/2025

Kimley Horn 24RFSQ17 R&B WA1 SWA2 Traffic Engr Svcs

Submitted For: Robert Daigh **Submitted By:** Jenifer Favreau, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization 1 under the Williamson County Contract between Kimley-Horn and Associates, Inc. and Williamson County dated March 19, 2024, for Traffic Engineering Services. Funding source: 01.0200.0210.004100.

Background

This supplemental is to increase the maximum amount payable to $200,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KH WA1 SWA2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 12:01 PM
Form Started By: Jenifer Favreau		Started On: 07/24/2025 10:31 AM
Final Approval Date: 07/24/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
Traffic Engineering Services

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 (the "Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective June 11, 2024 (the "Work Authorization");

WHEREAS, the County and the Engineer executed Supplemental Work Authorization No. 1 dated effective January 7, 2025;

WHEREAS, pursuant to the Contract, amendments, changes, and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change, and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed, and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from $100,000.00 to $200,000.00. 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:**
Kimley-Horn and Associates, Inc.	**Williamson County, Texas**
By:_____	By:_____
Signature	Signature
Trey Neal	
Printed Name	Printed Name
Vice President	
Title	Title
7/22/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment C – Work Schedule

Attachment C - Work Schedule

Kimley Horn and Associates, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **32.**

Meeting Date: 07/29/2025

ATG LLC 21RFSQ14 WA4 CR233 & CR240

Submitted For: Robert Daigh **Submitted By:** Jenifer Favreau, Infrastructure

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

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 4 in the amount of $365,000.00 to expire on December 25, 2025, under Williamson County Contract for Engineering Services between Alliance Transportation Group, LLC and Williamson County dated June 14, 2022, for Roadway Schematic Design on CR233 & CR240. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WA04

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 12:01 PM
Form Started By: Jenifer Favreau		Started On: 07/24/2025 11:52 AM
Final Approval Date: 07/24/2025		

WORK AUTHORIZATION NO. 4
PROJECT: Wilco Design Roadway Schematic CR233 & CR240 Package

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **June 14, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Transportation 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 **$365,000.00**.

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 **December 31, 2025**. 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:

Alliance Transportation Group, LLC

By: _____

Signature

JD Allen

_____

Printed Name

President

_____

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

_____

Printed Name

_____

Title

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR WA04 Wilco Design Roadway Schematic CR233 & CR240 Package

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. 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 topographic survey, R.O.W Surveys, geotechnical investigations; data and reports).

2. Provide available criteria and full information as to the client's requirements for the project. Provide project direction, review, and oversight to ensure compliance with County goals and requirements.

3. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.

4. 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.

5. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

6. Post and maintain project information for public consumption on the County website.

7. Assist with Coordination between the Engineer and the County's other consultants.

8. Review Engineer progress, submittals, and plan changes.

9. Conduct pre-bid meetings, respond to contractor questions during bidding, tabulate and evaluate bids after bid opening, and provide recommendations for the award of the contract.

10. Provide construction oversight, administration, and management to ensure the project is executed in accordance with approved plans and specifications.

Attachment B

Services to be Provided by the Engineer

Project Location:

CR 233 Phases 1-4 from FM 487 to SH 195 NBFR ~ Williamson County Texas
CR 240 from SH 195 to approximately 4,300' east ~ Williamson County Texas

CR 233:

Task 1: Project Management

- Attend up to 3 meetings with County Road & Bridge department.
- Prepare monthly progress reports and invoices.
- Perform QA/QC.

Task 2: Topographic and R.O.W Surveys

N/A

Task 3: Preliminary Engineering

- Conduct Site Visit, Field Reconnaissance, review preliminary design and collect project data from county GIS.
- Preliminary Drainage to determine proposed culvert sizes
- Prepare up to two (2) conceptual alignments using ConceptStation and select one (1) preferred alternative to be further developed as the preliminary schematic.
- Prepare preliminary schematic submittal including proposed cross sections, typical sections, roadway centerline, proposed drainage structures, direction of flow and number of travel lanes, property boundaries based on WCAD, and bridge locations.
- Preliminary High Level Construction Cost Estimate

Task 4: Geotechnical Investigations

N/A

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

N/A

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

N/A

Deliverables:

- Drainage tech memo
- KMZ file for conceptual alternatives
- Preliminary Schematic Submittal including cost estimate and preliminary cross sections

Exclusions:

- TCEQ Contributing Zone Plan and calculations
- Interchange at SH 195

CR 240:

Task 1: Project Management

Attend up to 2 meetings with County Road & Bridge department. Prepare monthly progress reports and invoices. Perform QA/QC.

Task 2: Topographic and R.O.W Surveys

County to provide new flight data aerials and topographic DGN files.

Task 3: Preliminary Engineering

- County to provide drainage analysis and proposed ditches
- Conduct Site Visit, Field Reconnaissance, review preliminary design and existing project data collection.
- Prepare preliminary schematic submittal including proposed ROW using OpenRoad model, typical sections, roadway centerline, direction of traffic flow and number of travel lanes, property boundaries based on WCAD.
- Evaluate the geometric design of CR 240 as it approaches SH 195
- Preliminary High Level Construction Cost Estimate

Task 4: Geotechnical Investigations

N/A

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

N/A

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

N/A

Deliverables:

- Preliminary Schematic Submittal including cost estimate and proposed ROW needed

Exclusions:

- Drainage Analysis and Design
- TCEQ Contributing Zone Plan and calculations

ATTACHMENT C
SCHEDULE FOR
WA04 Wilco Design Roadway Schematic CR233 & CR240 Package

Task	Description	Begin Date	End Date
	NTP	7/29/2025	
1.	Project Management	7/29/2025	12/28/2025
2.	Draft Design	7/29/2025	9/10/2025
4.	Final Design	9/10/2025	9/30/2025

WA04 Wilco Design Roadway Schematic CR233 & CR240 Package
Attachment D

DESCRIPTION	1711-206-CR 233	1711-206-CR 240	TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management	149	72.5	**221.5**	**$ 52,854.50**
Task 3: Preliminary Engineering	1329	530	**1859**	**$ 307,901.00**
SUBTOTAL LABOR COST	**1478**	**602.5**	**2080.5**	**$ 360,755.50**

DESCRIPTION	1711-206-CR 233	1711-206-CR 240	Total Cost
Mileage	$ 210.00	$ 98.00	**$ 308.00**
Photocopies B/W (8 1/2" x 11")	$ 25.00	$ 6.25	**$ 31.25**
Photocopies B/W (11" x 17")	$ 50.00	$ 12.50	**$ 62.50**
Plots (Color on Bond)	$ 2,304.00	$ 384.00	**$ 2,688.00**
SUBTOTAL LABOR COST	**$ 2,589.00**	**$ 500.75**	**$ 3,089.75**

SUMMARY	1711-206-CR233 & CR240
SUBTOTAL LABOR COST	$ 360,755.50
SUBTOTAL DIRECT EXPENSE	$ 3,089.75
TOTAL	**$ 363,845.25**

WA04 Wilco Design Roadway Schematic CR233 Package
Attachment D

Assumed to be PM

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
County Meetings (3 meetings via Teams)	4.5					6						**10.5**
Internal Progress meetings (10)	10			10		10	10					**40**
Invoicing and Progress Reports (3)	4.5									6		**10.5**
												0
QA/QC of Deliverables		40	40						8			**88**
Labor Hours Subtotal	19	40	40	10	0	16	10	0	8	6	0	**149**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 245.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ 5,795.00**	**$ 11,400.00**	**$ 10,280.00**	**$ 2,450.00**	**$ -**	**$ 3,200.00**	**$ 1,270.00**	**$ -**	**$ 888.00**	**$ 762.00**	**$ -**	**$ 36,045.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
Drainage												
Field Visit				3								**3**
Drainage Area Determination				40								**40**
Cross Culvert Design				30								**30**
Driveway Culvert Design				40								**40**
Ditch Capacity Checks				30								**30**
												0
												0
												0
												0
												0
CR 233 Preliminary Schematic												**0**
Field Visit	3					3	6					**12**
Collect Aerial, TOPO, Contours	4					16		24				**44**
Typical Sections	2					8		16				**26**
Constraints & ROW mapping	4					4		16				**24**
Develop 2 Alternatives using ConceptStation	24					40	100	96				**260**
Draft Preliminary Schematic Design for Preferred Alternative only	8					40	128	80				**256**
Draft Cross Sections for Preferred Alternative only	4					32	100					**136**
Final Preliminay Schematic (address one round of comments)	8					32	100	40				**180**
Final Cross Sections	4					16	80					**100**
Cost estimate and one update for Preferred Alternative only	4					16	80	48				**148**
												0
												0
												0
												0
Labor Hours Subtotal	65	0	0	143	0	207	594	320	0	0	0	**1329**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 245.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ 19,825.00**	**$ -**	**$ -**	**$ 35,035.00**	**$ -**	**$ 41,400.00**	**$ 75,438.00**	**$ 48,960.00**	**$ -**	**$ -**	**$ -**	**$ 220,658.00**

DESCRIPTION											TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management											**149**	**$ 36,045.00**
Task 2: Topographic and R.O.W. Surveys											**0**	**$ -**
Task 3: Preliminary Engineering											**1329**	**$ 220,658.00**
Task 4: Geotechnical Investigation											**0**	**$ -**
Task 5: Environmental Studies											**0**	**$ -**
Task 6: Utility Coordination											**0**	**$ -**
Task 7: FEMA Coordination											**0**	**$ -**
Task 8: Final Engineering											**0**	**$ -**
Task 9: Bidding Phase Services											**0**	**$ -**
Task 10: Construction Phase Services											**0**	**$ -**
SUBTOTAL LABOR COST											**1478**	**$ 256,703.00**

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	$ 0.700	300	$ 210.00
Photocopies B/W (8 1/2" x 11")	each	$ 0.25	100	$ 25.00
Photocopies B/W (11" x 17")	each	$ 0.50	100	$ 50.00
Plots (Color on Bond)	square foot	$ 8.00	288	$ 2,304.00
SUBTOTAL DIRECT EXPENSES				**$ 2,589.00**

SUMMARY	
SUBTOTAL LABOR COST	**$ 256,703.00**
SUBTOTAL DIRECT EXPENSE	**$ 2,589.00**
TOTAL	**$ 259,292.00**

WA04 Wilco Design Roadway Schematic CR240 Package
Attachment D

Assumed to be PM

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
County Meetings (2 meetings via Teams)	3					4						**7**
Internal Progress meetings (5)	5					5	5					**15**
Invoicing and Progress Reports (3)	4.5									6		**10.5**
												0
QA/QC of Deliverables					40							**40**
Labor Hours Subtotal	12.5	0	0	0	40	9	5	0	0	6	0	**72.5**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 245.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ 3,812.50**	**$ -**	**$ -**	**$ -**	**$ 9,800.00**	**$ 1,800.00**	**$ 635.00**	**$ -**	**$ -**	**$ 762.00**	**$ -**	**$ 16,809.50**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
CR 233 Preliminary Schematic												**0**
Field Visit	3					3	6					**12**
Typical Sections	2					4		8				**14**
Constraints & ROW mapping	4					4		16				**24**
Draft Preliminary Schematic Design	8					28	64	80				**180**
Proposed ROW mapping using OpenRoad model	4					8	10					**22**
Final Preliminay Schematic (address one round of comments)	8					24	64	44				**140**
Cost estimate	2					8	32	24				**66**
Geometric Analysis at CR 240 West End	8					32	16	16				**72**
												0
												0
												0
Labor Hours Subtotal	39	0	0	0	0	111	192	188	0	0	0	**530**
Contract Labor Rate Per Hour	$ 305.00	$ 285.00	$ 257.00	$ 245.00	$ 245.00	$ 200.00	$ 127.00	$ 153.00	$ 111.00	$ 127.00	$ 89.00	
Labor Costs Subtotal	**$ 11,895.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 22,200.00**	**$ 24,384.00**	**$ 28,764.00**	**$ -**	**$ -**	**$ -**	**$ 87,243.00**

DESCRIPTION											TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management											**72.5**	**$ 16,809.50**
Task 2: Topographic and R.O.W. Surveys											**0**	**$ -**
Task 3: Preliminary Engineering											**530**	**$ 87,243.00**
Task 4: Geotechnical Investigation											**0**	**$ -**
Task 5: Environmental Studies											**0**	**$ -**
Task 6: Utility Coordination											**0**	**$ -**
Task 7: FEMA Coordination											**0**	**$ -**
Task 8: Final Engineering											**0**	**$ -**
Task 9: Bidding Phase Services											**0**	**$ -**
Task 10: Construction Phase Services											**0**	**$ -**
SUBTOTAL LABOR COST											**602.5**	**$ 104,052.50**

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	$ 0.700	140	$ 98.00
Photocopies B/W (8 1/2" x 11")	each	$ 0.25	25	$ 6.25
Photocopies B/W (11" x 17")	each	$ 0.50	25	$ 12.50
Plots (Color on Bond)	square foot	$ 8.00	48	$ 384.00
SUBTOTAL DIRECT EXPENSES				**$ 500.75**

SUMMARY	
SUBTOTAL LABOR COST	$ 104,052.50
SUBTOTAL DIRECT EXPENSE	$ 500.75
TOTAL	$ 104,553.25

Commissioners Court - Regular Session **33.**

Meeting Date: 07/29/2025

Preliminary plat for the Chisholm Trails 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 preliminary plat for the Chisholm Trails subdivision – Precinct 4.

Background

This proposed subdivision consists of 800 single-family lots, 9 open space/drainage lots, 18 open space/landscape lots, 1 open space/amenity lot, 1 wastewater treatment plant lot, 1 water utility lot, and 34,048 linear feet of new roads to be maintained by Williamson County MUD No. 60 on 220-acres.

Timeline
2024-07-09 – initial submittal of the preliminary plat
2024-08-08 – 1st review complete with comments
2024-10-28 – 2nd submittal of preliminary plat
2024-11-12 – 2nd review complete with comments
2024-12-20 – 3rd submittal of preliminary plat
2025-01-03 – 3rd review complete with comments
2025-03-09 – 4th submittal of preliminary plat
2025-03-24 – 4th review complete with comments
2025-04-18 – 5th submittal of preliminary plat
2025-05-01 – 5th review complete with comments
2025-05-14 – 6th submittal of preliminary plat
2025-05-29 – 6th review complete with comments
2025-06-18 – 7th submittal of preliminary plat
2025-07-02 – 7th review complete with comments
2025-07-11 – 8th submittal of preliminary plat
2025-07-21 – 8th review complete with comments
2025-07-22 – 9th submittal of preliminary plat
2025-07-23 – 9th review complete with comments
2025-07-24 – 10th submittal of preliminary plat
2025-07-24 – 10th review complete with clear comments
2025-07-24 – preliminary placed on the July 29, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Preliminary Plat - Chisholm Trails

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:38 AM
Form Started By: Adam Boatright		Started On: 07/24/2025 11:30 AM

Final Approval Date: 07/24/2025

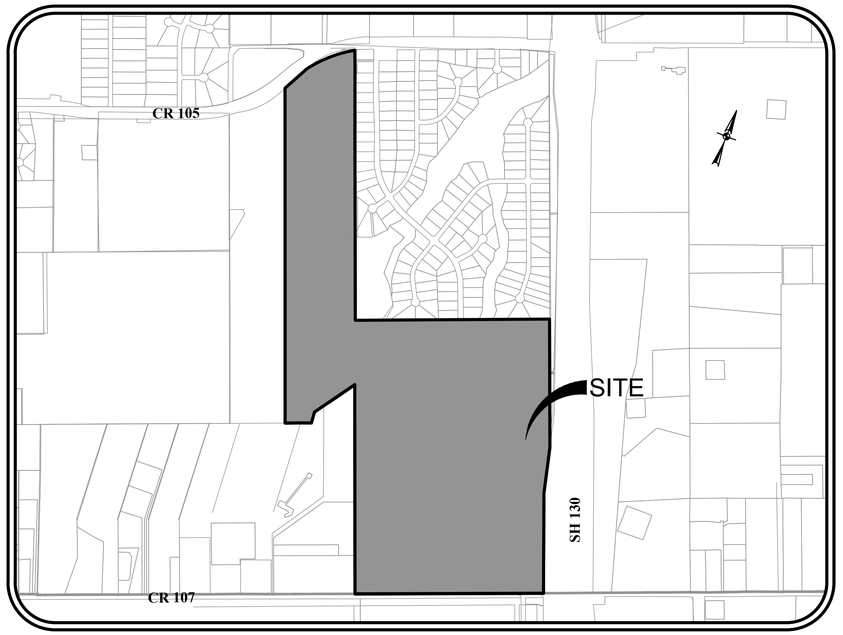
REVISIONS			WILLIAMSON COUNTY
NO.	SHEET(S)	DESCRIPTION DATE	APPROVED BY / DATE

CHISHOLM TRAILS

PRELIMINARY PLAT

MUNICIPAL UTILITY DISTRICT 60
WILLIAMSON COUNTY

Sheet List Table	
Sheet Number	Sheet Title
1	COVER SHEET
2	PRELIMINARY PLAT OVERALL
3	PRELIMINARY PLAT 1 OF 3
4	PRELIMINARY PLAT 2 OF 3
5	PRELIMINARY PLAT 3 OF 3
6	UTILITY EXHIBIT OVERALL
7	UTILITY EXHIBIT 1 OF 3
8	UTILITY EXHIBIT 2 OF 3
9	UTILITY EXHIBIT 3 OF 3
10	PHASING EXHIBIT



SCALE: 1" = 800'

800' 0' 400' 800'

OWNER / SUBDIVIDER
OP III ATX GEORGETOWN 220 LP
500 W 5TH ST. STE. 700
AUSTIN, TX 78701

ENGINEER:
PAPE–DAWSON ENGINEERS
10801 N MOPAC EXPY, BLDG 3, STE 200
AUSTIN, TEXAS 78757
PHONE (512) 454–8711
FAX (512) 459–8867

SURVEYOR:
PAPE–DAWSON ENGINEERS
10801 N MOPAC EXPY, BLDG 3, STE 200
AUSTIN, TEXAS 78757
PHONE (512) 454–8711
FAX (512) 459–8867

SUBMITTAL DATE:

1ST SUBMITTAL:	JULY 9, 2024
2ND SUBMITTAL:	OCTOBER 28, 2024
3RD SUBMITTAL:	DECEMBER 20, 2024
4TH SUBMITTAL:	MARCH 9, 2025
5TH SUBMITTAL:	APRIL 18, 2025
6TH SUBMITTAL:	MAY 12, 2025
7TH SUBMITTAL:	JUNE 18, 2025
8TH SUBMITTAL:	JULY 11, 2025
9TH SUBMITTAL:	JULY 24, 2025

PAPE-DAWSON ENGINEERS

AUSTIN I SAN ANTONIO I HOUSTON I FORT WORTH I DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

SUBMITTED BY:

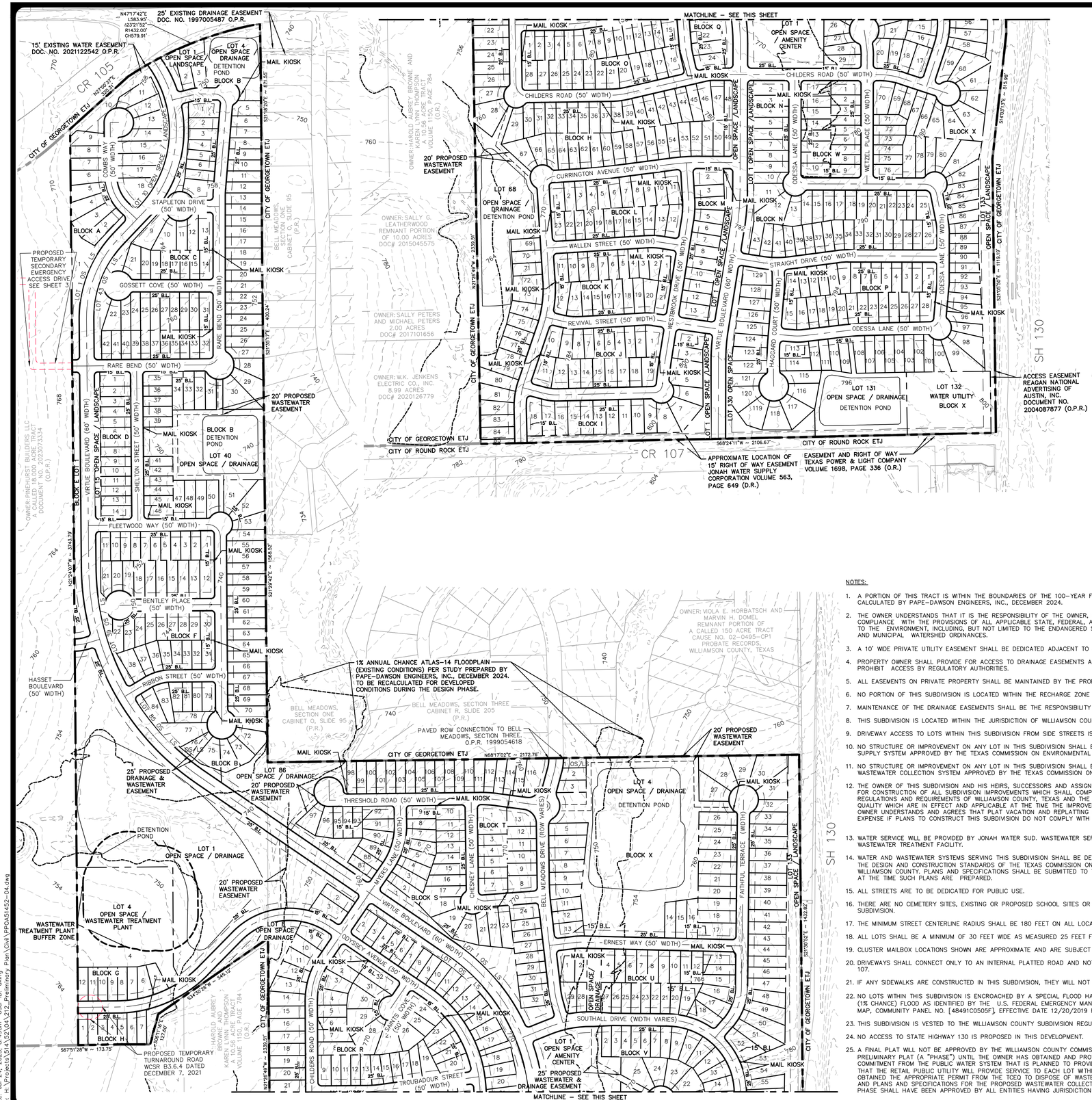
THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF STEVEN S. CRAUFORD, P.E. 92677 DATE: July 24, 2025 IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES, PER T.E.P.A. 137.33(e)

PAPE–DAWSON ENGINEERS
STEVEN S. CRAUFORD #92677
VICE PRESIDENT

DATE: Jul 24, 2025, 8:52AM USER ID: AKING
File: H:\PROJECTS\514\52\04\212_PRELIMINARY PLAN\CIVIL\TS514S2-04.DWG

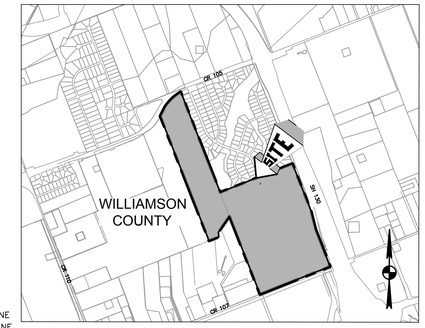
PD JOB NO. 51452-04 CHISHOLM TRAILS PRELIMINARY PLAT

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 SIGNATURE AND SEAL.



LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- EXISTING PROPERTY BOUNDARY
- EXISTING EASEMENT
- PROPOSED SUBDIVISION BOUNDARY
- PROPOSED RIGHT OF WAY LINE
- CITY OF GEORGETOWN ETJ BOUNDARY
- PROPOSED CENTER LINE
- PROPOSED EASEMENT
- PROPOSED TEMPORARY SECONDARY EMERGENCY ACCESS DRIVE
- 1% ANNUAL CHANCE ATLAS-14 FLOODPLAIN (EXISTING CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DECEMBER 2024. TO BE RECALCULATED FOR DEVELOPED CONDITIONS DURING THE DESIGN PHASE.



LOCATION MAP
1" = 2,000'

LAND USE SUMMARY	LOTS	ACRES
SINGLE FAMILY	800 LOTS	120.92 AC
RIGHT-OF-WAY	-	42.25 AC
OPEN SPACE / DRAINAGE	9 LOTS	34.59 AC
OPEN SPACE / LANDSCAPE	18 LOTS	13.36 AC
OPEN SPACE / AMENITY	1 LOT	3.11 AC
WASTEWATER TREATMENT PLANT	1 LOT	3.77 AC
WATER UTILITY	1 LOT	2.00 AC

NOTES:

1. A PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN (DEVELOPED CONDITIONS) CALCULATED BY PAPE-DAWSON ENGINEERS, INC., DECEMBER 2024.
2. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY OR COUNTY TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENVIRONMENT, INCLUDING, BUT NOT LIMITED TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.
3. A 10' WIDE PRIVATE UTILITY EASEMENT SHALL BE DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.
4. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY REGULATORY AUTHORITIES.
5. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.
6. NO PORTION OF THIS SUBDIVISION IS LOCATED WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER.
7. MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
8. THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.
9. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
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. THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
13. WATER SERVICE WILL BE PROVIDED BY JONAH WATER SUD. WASTEWATER SERVICE WILL BE PROVIDED BY ONSITE WASTEWATER TREATMENT FACILITY.
14. 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 (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.
15. ALL STREETS ARE TO BE DEDICATED FOR PUBLIC USE.
16. THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.
17. THE MINIMUM STREET CENTERLINE RADIUS SHALL BE 180 FEET ON ALL LOCAL STREETS.
18. ALL LOTS SHALL BE A MINIMUM OF 30 FEET WIDE AS MEASURED 25 FEET FROM THE FRONT PROPERTY LINE.
19. CLUSTER MAILBOX LOCATIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO CHANGE.
20. DRIVEWAYS SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO COUNTY ROAD 105 OR COUNTY ROAD 107.
21. IF ANY SIDEWALKS ARE CONSTRUCTED IN THIS SUBDIVISION, THEY WILL NOT BE MAINTAINED BY WILLIAMSON COUNTY.
22. NO LOTS WITHIN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100- YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. [48491C0505F], EFFECTIVE DATE 12/20/2019 FOR WILLIAMSON COUNTY TEXAS.
23. THIS SUBDIVISION IS VESTED TO THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS DATED DECEMBER 7, 2021.
24. NO ACCESS TO STATE HIGHWAY 130 IS PROPOSED IN THIS DEVELOPMENT.
25. A FINAL PLAT WILL NOT BE 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.

STREET NAME	MAINTENANCE AUTHORITY	CLASSIFICATION	ROW WIDTH	PAVEMENT WIDTH (LOG-LOG)	DESIGN SPEED	LENGTH
BENTLEY PLACE	MUD 60	LOCAL	50	30	25	414 ± LF
CHESNEY LANE	MUD 60	LOCAL	50	30	25	690 ± LF
CHILDERS ROAD	MUD 60	LOCAL	50	30	25	2940 ± LF
COMBS WAY	MUD 60	LOCAL	50	30	25	467 ± LF
CURRINGTON AVENUE	MUD 60	LOCAL	50	30	25	1894 ± LF
ERNEST WAY	MUD 60	LOCAL	50	30	25	788 ± LF
FAITHFUL TERRACE	MUD 60	LOCAL	50	30	25	1006 ± LF
FLEETWOOD WAY	MUD 60	LOCAL	50	30	25	1335 ± LF
HASSET BOULEVARD	MUD 60	LOCAL	50	30	25	105 ± LF
GOSSET COVE	MUD 60	LOCAL	50	30	25	413 ± LF
HAGGARD COURT	MUD 60	LOCAL	50	30	25	502 ± LF
MYERS LANE	MUD 60	LOCAL	50	30	25	420 ± LF
ODESSA LANE	MUD 60	LOCAL	50	30	25	2233 ± LF
ODYSSEY AVENUE	MUD 60	LOCAL	50	30	25	2348 ± LF
RARE BEND	MUD 60	LOCAL	50	30	25	1889 ± LF
REVIVAL STREET	MUD 60	LOCAL	50	30	25	722 ± LF
RIBBON STREET	MUD 60	LOCAL	50	30	25	416 ± LF
SAINTS COVE	MUD 60	LOCAL	50	30	25	136 ± LF
SHELTON STREET	MUD 60	LOCAL	50	30	25	652 ± LF
SOUTHALL DRIVE	MUD 60	LOCAL	50	30	25	967 ± LF
SOUTHALL DRIVE	MUD 60	MINOR COLLECTOR	60	39	35	379 ± LF
STAPLETON DRIVE	MUD 60	LOCAL	50	30	25	161 ± LF
STRAIT DRIVE	MUD 60	LOCAL	50	30	25	865 ± LF
THRESHOLD ROAD	MUD 60	LOCAL	50	30	25	967 ± LF
TROUBADOUR ROAD	MUD 60	LOCAL	50	30	25	687 ± LF
VIRTUE BOULEVRD	MUD 60	MINOR COLLECTOR	60	37	35	5364 ± LF
VIRTUE BOULEVARD	MUD 60	MAJOR COLLECTOR	60	45	40	1496 ± LF
WALLEN STREET	MUD 60	LOCAL	50	30	30	560 ± LF
WESTBROOK DRIVE	MUD 60	LOCAL	50	30	30	1508 ± LF
WETZEL PLACE	MUD 60	LOCAL	50	30	30	630 ± LF
BELL MEADOWS DRIVE	MUD 60	LOCAL	50-60	26-30	25	1094± LF

LEGAL DESCRIPTION:
219.998 ACRES OUT OF THE JOHN MCQEEN SURVEY, ABSTRACT NO. 426, WILLIAMSON COUNTY, TEXAS

OWNER / SUBDIVIDER:
OP III ATX GEORGETOWN 220 LP
500 W 5TH ST. STE. 700
AUSTIN, TEXAS 78701

ENGINEER:
PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711
EMAIL: SCRAUFORD@PAPE-DAWSON.COM

SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
10801 N. MOPAC EXPY
BUILDING 3, SUITE 200
AUSTIN, TEXAS 78759
PHONE: (512) 454-8711
EMAIL: PGRAHAM@PAPE-DAWSON.COM

NO.	REVISION	DATE

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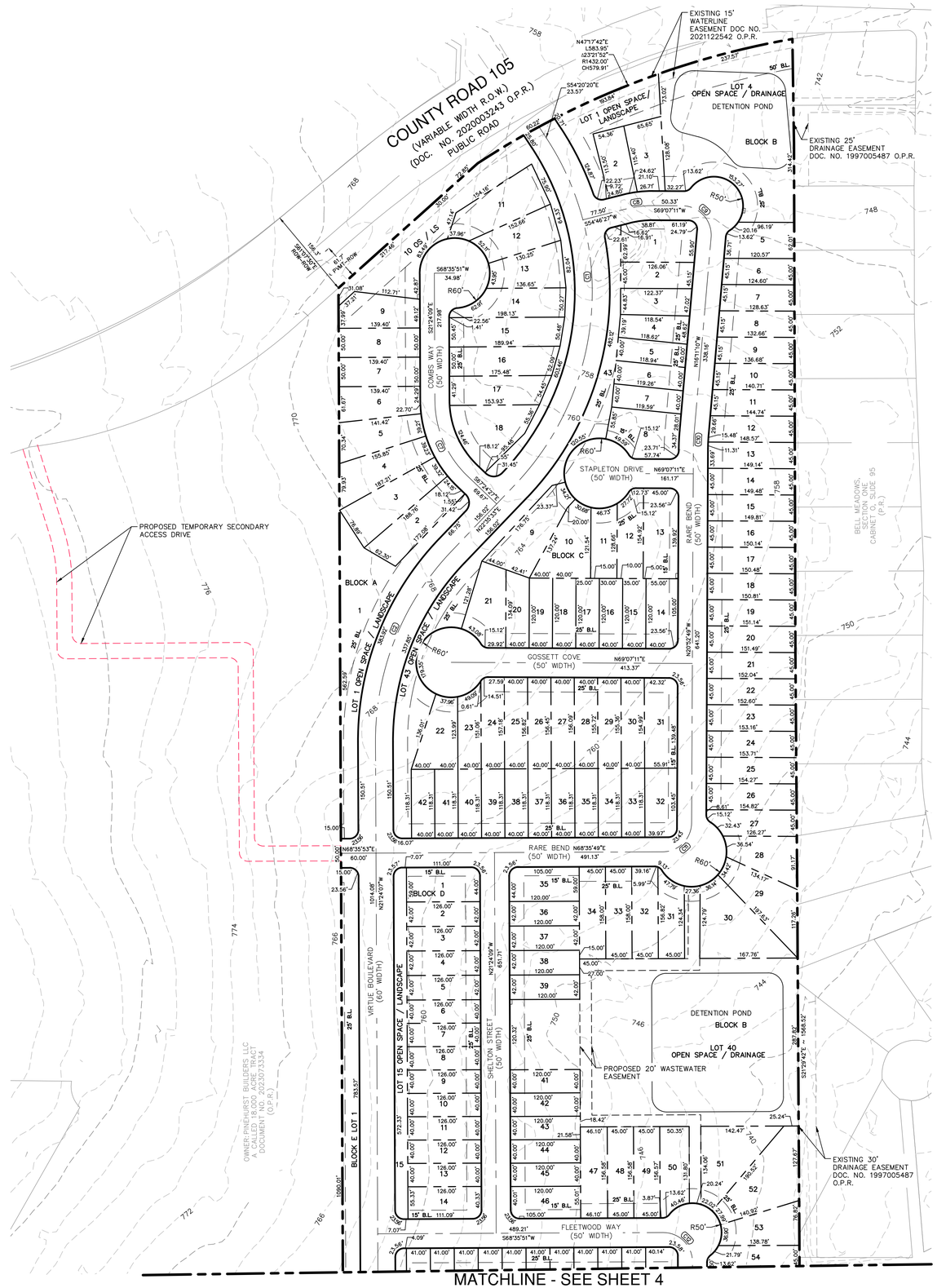
PAPE-DAWSON ENGINEERS
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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

CHISHOLM TRAILS
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT
PRELIMINARY PLAT OVERALL

CITY NO. ____
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH
SHEET 2 OF 10

Date: Jul 24, 2025, 8:49pm User ID: okng
File: H:\Projects\514\52\04\212_Preliminary Plan\Civil\PP04514520-04.dwg

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SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- EXISTING PROPERTY BOUNDARY
- EXISTING EASEMENT
- PROPOSED SUBDIVISION BOUNDARY
- PROPOSED RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- PROPOSED CENTER LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- MAIL KIOSK

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	480.00'	076°55'54"	S15°52'24"E	597.17'	644.50'
C2	470.00'	043°59'40"	S00°35'43"W	352.09'	360.89'
C7	180.00'	046°00'18"	S44°24'18"E	140.68'	144.53'
C8	180.00'	014°20'43"	S61°56'49"W	44.95'	45.07'
C9	50.00'	090°11'31"	N65°58'36"W	70.83'	78.71'
C10	300.00'	005°32'34"	N18°06'32"W	29.01'	29.02'
C11	50.00'	089°28'40"	N23°51'31"E	70.39'	78.08'
C12	50.00'	090°04'38"	N66°21'50"W	70.76'	78.61'

NO.	REVISION	DATE

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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

CHISHOLM TRAILS
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT
PRELIMINARY PLAT 1 OF 3

CITY NO.
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH
SHEET 3 OF 10

Date: Jul 10, 2025, 10:48am User ID: cscholtz
File: N:\Projects\51452\04\212_Preliminary Plan\Civil\PP51452-04.dwg

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MATCHLINE - SEE SHEET 3

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C3	1050.00'	055°06'18"	S48°57'16"E	971.38'	1009.85'
C4	800.00'	056°15'40"	S48°22'35"E	754.37'	785.55'
C13	180.00'	016°05'28"	S60°25'54"W	50.39'	50.55'
C14	200.00'	030°54'05"	S53°13'26"W	106.56'	107.87'
C15	300.00'	035°10'01"	S04°05'26"E	181.26'	184.13'
C16	500.00'	008°10'00"	S72°30'14"W	71.21'	71.27'
C17	180.00'	015°55'47"	N13°55'37"W	49.88'	50.04'
C18	180.00'	015°42'43"	N13°49'05"W	49.21'	49.36'
C19	50.00'	093°37'09"	N68°29'01"W	72.91'	81.70'
C20	1000.00'	005°51'30"	N24°36'12"W	102.20'	102.25'
C21	300.00'	008°01'47"	N66°28'57"E	42.01'	42.04'
C22	300.00'	009°15'59"	N32°09'56"W	48.47'	48.52'
C23	470.00'	022°36'36"	N58°26'57"E	184.27'	185.47'
C24	225.00'	040°11'23"	N00°09'04"W	154.61'	157.82'
C25	300.00'	108°08'56"	S56°10'17"E	485.87'	566.27'
C26	500.00'	051°24'48"	N50°48'01"W	433.76'	448.67'
C27	300.00'	079°52'46"	S63°33'12"W	385.19'	418.25'
C28	500.00'	044°59'03"	S46°06'21"W	382.56'	392.56'
C29	300.00'	034°44'41"	S03°52'45"E	179.15'	181.92'

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- EXISTING PROPERTY BOUNDARY
- EXISTING EASEMENT
- PROPOSED SUBDIVISION BOUNDARY
- PROPOSED RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- PROPOSED CENTER LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- PROPOSED TEMPORARY SECONDARY EMERGENCY ACCESS DRIVE
- MAIL KIOSK
- 1% ANNUAL CHANCE ATLAS-14 FLOODPLAIN (EXISTING CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DECEMBER 2024. TO BE RECALCULATED FOR DEVELOPED CONDITIONS DURING THE DESIGN PHASE.

NO.	REVISION	DATE

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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

CHISHOLM TRAILS
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT
PRELIMINARY PLAT 2 OF 3

CITY NO.
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH

SHEET 4 OF 10

MATCHLINE - SEE SHEET 5

Date: Jul 24, 2025, 8:59am User ID: okring
File: H:\Projects\51452\02\04\212_Preliminary Plan\Civil\PP51452-04.dwg

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MATCHLINE - SEE SHEET 4



SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- EXISTING PROPERTY BOUNDARY
- EXISTING EASEMENT
- PROPOSED SUBDIVISION BOUNDARY
- PROPOSED RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- PROPOSED CENTER LINE
- PROPOSED BUILDING SETBACK
- PROPOSED EASEMENT
- MAIL KIOSK
- 1% ANNUAL CHANCE ATLAS-14 FLOODPLAIN (EXISTING CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DECEMBER 2024. TO BE RECALCULATED FOR DEVELOPED CONDITIONS DURING THE DESIGN PHASE.

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C5	1000.00'	008°57'05"	S15°46'13"E	156.07'	156.23'
C6	800.00'	008°57'05"	S15°46'13"E	124.86'	124.98'
C30	50.00'	090°00'00"	S66°15'06"E	70.71'	78.54'
C31	500.00'	007°40'43"	S64°54'33"W	66.96'	67.01'
C32	300.00'	012°07'57"	N62°40'56"E	63.41'	63.53'
C33	300.00'	008°17'26"	N29°14'20"W	43.37'	43.41'
C34	200.00'	013°08'18"	N63°11'06"E	45.76'	45.86'
C35	50.00'	090°00'00"	N21°02'26"E	70.71'	78.54'
C36	900.00'	003°50'58"	N64°06'57"E	60.46'	60.47'
C37	900.00'	007°33'47"	N65°58'22"E	118.71'	118.80'
C38	400.00'	012°29'59"	N17°32'40"W	87.09'	87.26'
C39	300.00'	012°39'53"	N72°22'23"E	66.18'	66.31'
C40	500.00'	022°20'19"	N12°47'24"W	193.71'	194.94'
C41	250.00'	016°43'28"	S74°46'58"W	72.72'	72.97'
C42	200.00'	011°28'50"	S72°09'39"W	40.01'	40.07'
C43	300.00'	020°06'01"	N11°40'15"W	104.71'	105.24'
C44	200.00'	016°16'50"	N76°25'10"E	56.64'	56.83'
C45	32.00'	082°28'23"	N27°02'33"E	42.19'	46.06'
C46	1000.00'	002°53'58"	N12°44'39"W	50.60'	50.60'
C47	50.00'	090°00'00"	S65°14'45"E	70.71'	78.54'
C48	400.00'	016°31'53"	N70°26'23"E	115.01'	115.41'
C49	300.00'	007°34'48"	N65°57'51"E	39.66'	39.69'
C50	500.00'	005°29'51"	N18°18'54"W	47.96'	47.98'
C51	500.00'	005°34'15"	N18°21'06"W	48.60'	48.62'
C52	200.00'	011°26'41"	S68°42'41"W	39.88'	39.95'
C53	800.00'	005°17'24"	S65°38'03"W	73.84'	73.86'
C54	50.00'	083°23'44"	S26°34'53"W	66.52'	72.78'
C55	300.00'	005°07'46"	S17°40'52"E	26.85'	26.86'
C56	300.00'	011°12'32"	S25°51'01"E	58.60'	58.69'
C57	50.00'	078°47'28"	S70°51'01"E	63.47'	68.76'
C58	300.00'	018°08'56"	N78°49'43"E	94.63'	95.03'
C59	300.00'	008°30'07"	S24°29'48"E	44.48'	44.52'

NO.	REVISION	DATE

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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

CHISHOLM TRAILS

WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT

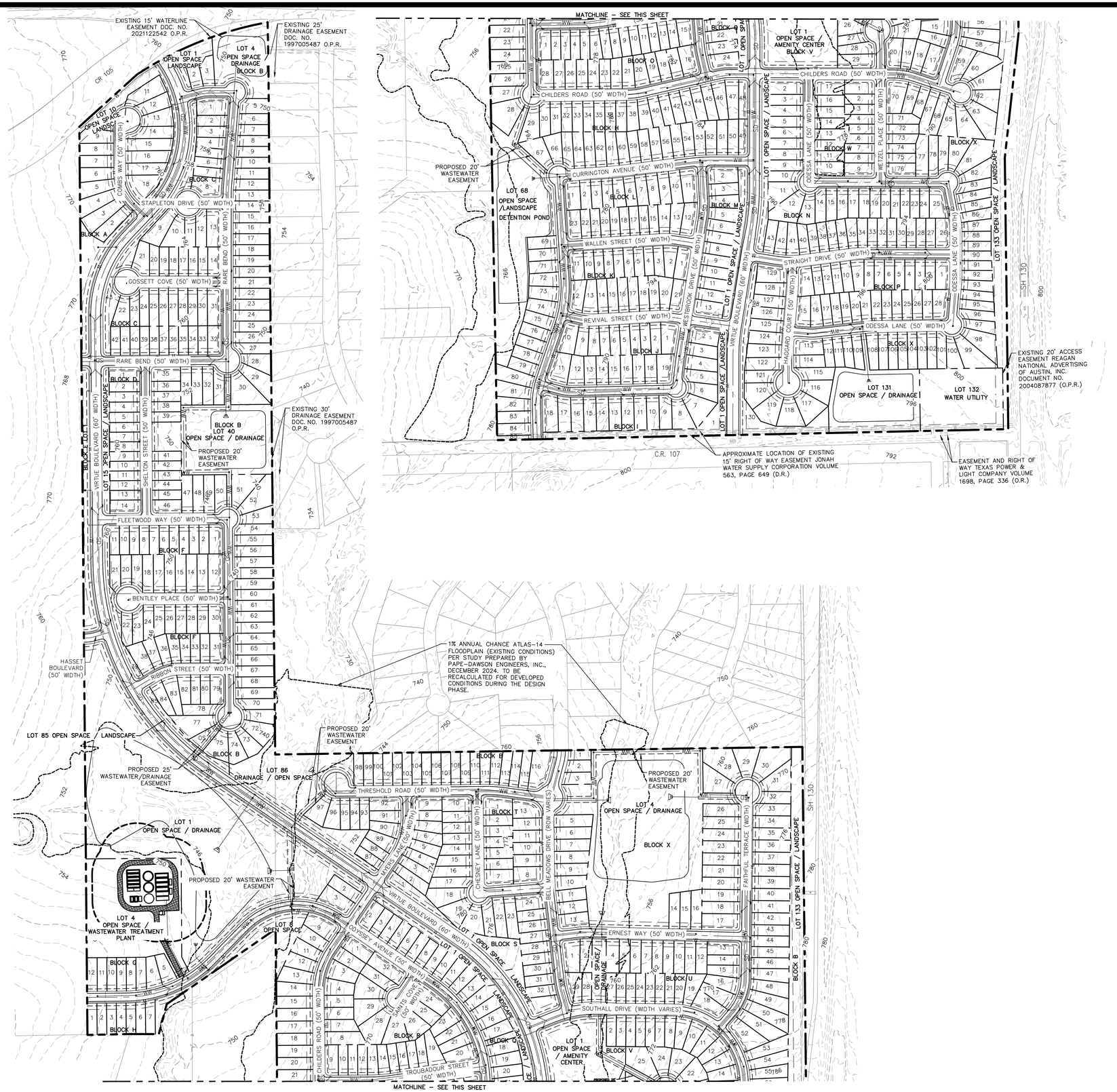
PRELIMINARY PLAT 3 OF 3

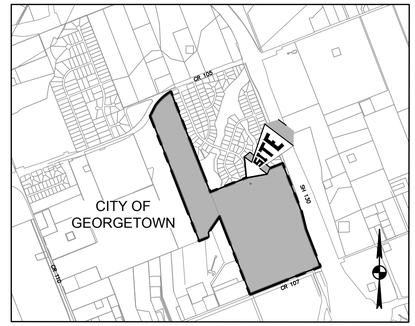
CITY NO. ____
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH

SHEET 5 OF 10

Date: Jul 10, 2025, 10:50am User ID: cschotz
File: H:\Projects\51452\04\212_Preliminary Plan\Civil\PP51452-04.dwg

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LOCATION MAP
1 = 2000

SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- W — WATER LINE
- WW — WASTEWATER LINE & MH
- SD — STORM DRAIN LINE & MH
- PROPOSED EASEMENT
- MAIL KIOSK
- CURB INLET
- FIRE HYDRANT
- FLUSH VALVE ASSEMBLY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM DRAIN LINE
- 1% ANNUAL CHANCE FLOODPLAIN (DEVELOPED CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DECEMBER 2024

NO.	REVISION	DATE

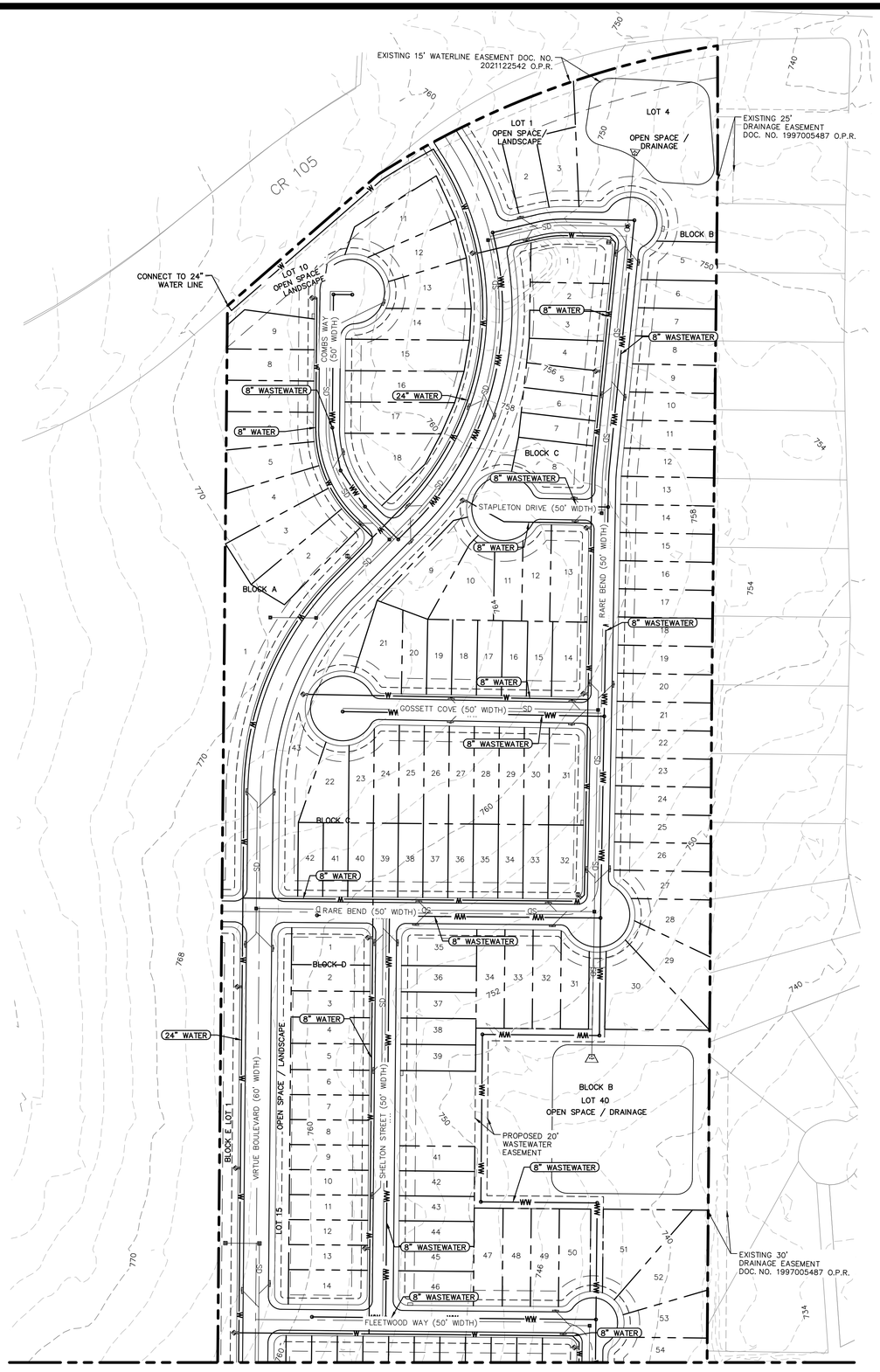
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TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

CHISHOLM TRAILS
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT
UTILITY EXHIBIT OVERALL

CITY NO.
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH
SHEET 6 OF 10

Date: Jul 10, 2025, 10:52am User ID: cschatz
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MATCHLINE - SEE SHEET 8

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- WATER LINE
- WASTEWATER LINE & MH
- STORM DRAIN LINE & MH
- PROPOSED EASEMENT
- MAIL KIOSK
- CURB INLET
- FIRE HYDRANT
- FLUSH VALVE ASSEMBLY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM DRAIN LINE

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CHISHOLM TRAILS
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT
UTILITY EXHIBIT 1 OF 3

CITY NO. _____
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH
SHEET 7 OF 10

Date: Jul 10, 2025, 10:53am User ID: cschatz
File: H:\Projects\514\52\04\212_Preliminary Plan\Civil\UT51452-04.dwg

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MATCHLINE - SEE SHEET 3

MATCHLINE - SEE SHEET 9

BENTLEY PLACE (50' WIDTH)

RIBBON STREET (50' WIDTH)

HASSET BOULEVARD (50' WIDTH)

THRESHOLD ROAD (50' WIDTH)

MYERS LANE (50' WIDTH)

CHESNEY LANE (50' WIDTH)

BELL MEADOWS DRIVE (ROW VARIES)

VIRTUE BOULEVARD (60' WIDTH)

ODYSSEY AVENUE (50' WIDTH)

SAINTS GLORY (50' WIDTH)

CHILDERS ROAD (50' WIDTH)

ERNEST WAY (50' WIDTH)

FAITHFUL TERRACE (WIDTH)

SOUTHALL DRIVE (WIDTH VARIES)

CH 130

CH 131

BLOCK F

BLOCK B

BLOCK T

BLOCK S

BLOCK X

BLOCK U

BLOCK G

BLOCK H

BLOCK R

LOT 85 OPEN SPACE / LANDSCAPE

LOT 86 DRAINAGE / OPEN SPACE

LOT 1 OPEN SPACE / DRAINAGE

LOT 4 OPEN SPACE / WASTEWATER TREATMENT PLANT

LOT 8 OPEN SPACE

LOT 1 OPEN SPACE / LANDSCAPE

LOT 4 OPEN SPACE / DRAINAGE

LOT 133 OPEN SPACE / LANDSCAPE

PROPOSED 25' WASTEWATER/DRAINAGE EASEMENT

PROPOSED 20' WASTEWATER EASEMENT

1% ANNUAL CHANCE ATLAS-14 FLOODPLAIN (EXISTING CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DECEMBER 2024. TO BE RECALCULATED FOR DEVELOPED CONDITIONS DURING THE DESIGN PHASE.

SCALE: 1"= 100'

0' 100' 200' 300'

LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- W — WATER LINE
- WW — WASTEWATER LINE & MH
- SD — STORM DRAIN LINE & MH
- PROPOSED EASEMENT
- MAIL KIOSK
- CURB INLET
- FIRE HYDRANT
- FLUSH VALVE ASSEMBLY
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WASTEWATER LINE
- EXISTING STORM DRAIN LINE
- 1% ANNUAL CHANCE ATLAS-14 FLOODPLAIN (EXISTING CONDITIONS) PER STUDY PREPARED BY PAPE-DAWSON ENGINEERS, INC., DECEMBER 2024. TO BE RECALCULATED FOR DEVELOPED CONDITIONS DURING THE DESIGN PHASE.

NO.	REVISION	DATE

THIS DOCUMENT IS RELEASED FOR INTERIM REVIEW PURPOSES ONLY UNDER THE AUTHORITY OF MICHAEL S. FISHER, P.E. 87704 DATE: JULY 2025 IT SHALL NOT BE USED FOR BIDDING, CONSTRUCTION OR PERMITTING PURPOSES. PER T.E.P.A. 137.33(e)

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711

TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

CHISHOLM TRAILS

WILLIAMSON COUNTY, TEXAS

PRELIMINARY PLAT

UTILITY EXHIBIT 2 OF 3

CITY NO. _____

JOB NO. 51452-04

DATE July 2025

DESIGNER OH

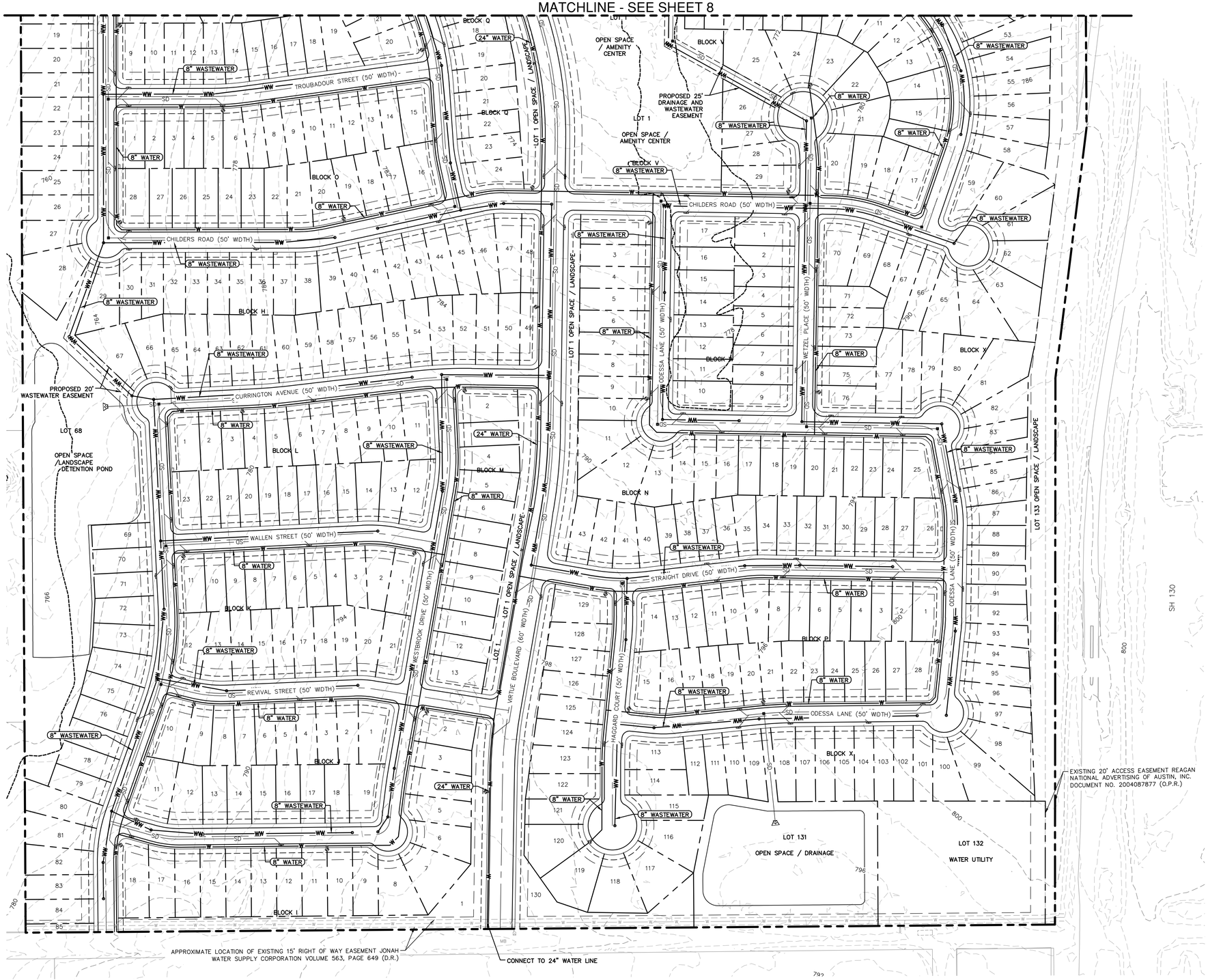
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SHEET 8 OF 10

Date: Jul 10, 2025, 10:53am User ID: cschatz
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MATCHLINE - SEE SHEET 8



SCALE: 1" = 100'

0' 100' 200' 300'

LEGEND

- EXISTING 2' MINOR CONTOUR LINE
- EXISTING 2' MAJOR CONTOUR LINE
- W — WATER LINE
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NO.	REVISION	DATE

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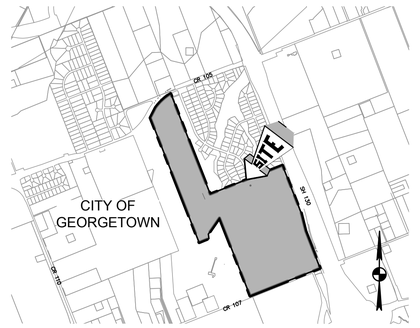
CHISHOLM TRAILS
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT
UTILITY EXHIBIT 3 OF 3

CITY NO.
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH
SHEET 9 OF 10

Date: Jul 24, 2025, 9:01am User ID: oking
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LOCATION MAP
1" = 2,000'

SCALE: 1"= 200'

0' 200' 400' 600'

LEGEND

PROPOSED PHASE BOUNDARY
PROPOSED SECONDARY FIRE ACCESS

NO.	REVISION	DATE

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PAPE-DAWSON ENGINEERS
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10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
TBPE FIRM REGISTRATION #470 I TBPLS FIRM REGISTRATION #10028801

CHISHOLM TRAILS
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT
PHASING EXHIBIT

CITY NO.
JOB NO. 51452-04
DATE July 2025
DESIGNER OH
CHECKED AC DRAWN OH
SHEET 10 OF 10

Date: Jul 10, 2025, 10:56am User ID: cscholz
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Commissioners Court - Regular Session **34.**

Meeting Date: 07/29/2025

Utility Services (Road Bond) - Cobb Fendley - WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Utility Coordination Services (Road Bond Program) contract executed July 22, 2025, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the Road Bond Program. Project: On-Call Fund Source: Road Bonds.

Background

This Work Authorization No. 1 is for utility coordination services for projects on the Road Bond Program in the amount of $4,045,043.50 and terminates on July 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Utility Services (Road Bond) - Cobb Fendley - WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:29 AM
Form Started By: Ragan Riggs		Started On: 07/23/2025 02:11 PM
Final Approval Date: 07/24/2025		

WORK AUTHORIZATION NO. 1
PROJECT: UTILITY COORDINATION FOR WILLIAMSON COUNTY ROAD BOND PROGRAM

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 22nd, 2025 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").

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 $4,045,043.50.

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 August 1st, 2025, and full execution of the parties hereto and shall terminate on July 31st, 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.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By:_____ Signature
Sandra G. Khoury, P.E. Printed Name	_____ Printed Name
Executive Vice President 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 10:33 am, Jul 23, 2025

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Road Bond Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination and engineering services in Williamson County, Texas, (the County) for the Road Bond Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator,*** in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road Bond Program and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator's*** Project Principal is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4342

The ***Utility Coordinator's*** Project Manager is:
Mr. Harsha Shetty, P.E.
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4301

The ***Utility Coordinator's*** Deputy Project Manager is:
Mr. Carlton Wolfe
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4318

The ***Utility Coordinator's*** Deputy Project Manager is:
Ms. Amyriz Garcia, EIT
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway, Suite 800
Austin, Texas 78759
Telephone: 512-646-4383

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility

status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:

2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator's*** responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide

copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Accounting Method, Attachment "C" Schedule of Work, Attachment "D" Statement Covering Contract Work, Attachment "E" Property Interest, Attachment "F" Eligibility Ratio, Attachment "G" Betterment Calculation and Estimates, Attachment "H" Proof of Property Interest.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the

County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be
notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and

provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five

(5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator****'s* Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

3.8. Utility Relocation Construction: The ***Utility Coordinator*** will provide oversight and observation of utility relocation construction activities, as needed, to confirm relocations are being performed according to plan and schedule. The ***Utility Coordinator*** will monitor relocation activities on a weekly basis and provide progress summary reports to the County and GEC.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own

facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work toensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate(test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.
4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.
4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.
5.1.2. Facilities to be abandoned in place.
5.1.3. Facilities to remain in service and in place.
5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project limits. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road Bond Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and

set up utility coordination meetings to discuss concepts and options for construction.

5.3.2. Set agenda and sign-in sheet for all coordination meetings.

5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.

5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.

5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view

5.4.2. Existing and proposed roadway features in cross-sectional view

5.4.3. Identify which utilities will be built as part of the contract

5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities,

including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

6.6. The following projects will be designed under this WA:

6.6.1. Pond Springs at Roxie_P309 - City of Austin
6.6.2. Ronald Reagan Blvd Widening (Seg B)_P336 - City of Georgetown
6.6.3. Liberty Hill Bypass (SH 29)_P346 - City of Liberty Hill
6.6.4. CR 314 Safety Improvements_P364 - Sonterra MUD
6.6.5. RM 2243 (Hero Way)_P326 – City of Leander
6.6.6. Corridor H (Sam Bass Rd)_P462 - City of Round Rock
6.6.7. Seward Junction Loop_P598- City of Georgetown
6.6.8. Seward Junction Loop_P598-City of LibertyHill
6.6.9. CR 110 North_P695- City of Georgetown
6.6.10. FM 971 (Granger)_P688-City of Granger
6.6.11. CR 110 North_P695-City of Georgetown
6.6.12. Ronald Reagan Segment D1_P673- City of Georgetown
6.6.13. Ronald Reagan Segment D2_P674- City of Georgetown
6.6.14. Salt Lake, Brook and Front St P686 – City of Granger
6.6.15. Construction Phase/Close out for any other joint bid relocation facilities designed for the Road Bond Projects

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:
- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project
- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project — planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its

Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

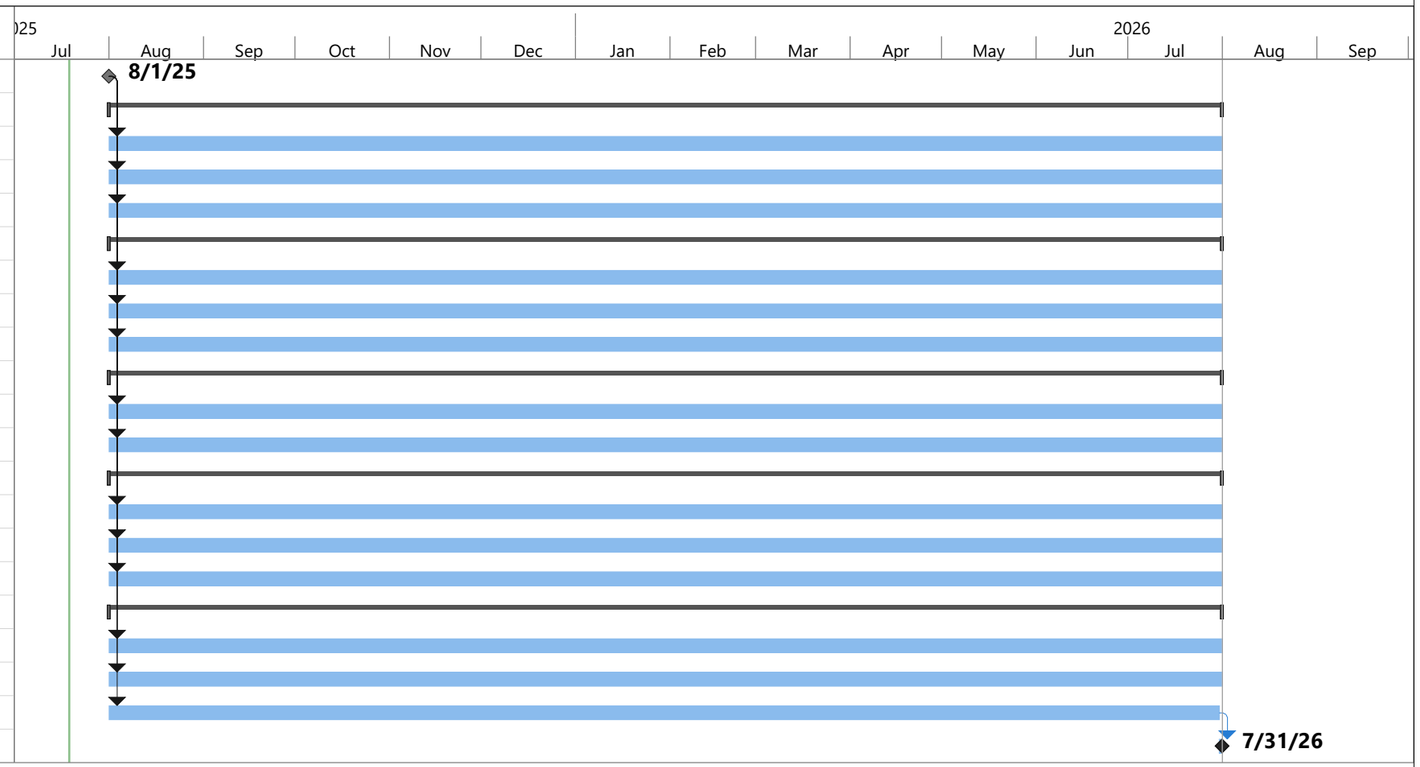
9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name	Start	Finish
1	Notice to Proceed	Fri 8/1/25	Fri 8/1/25
2	**PROGRAM MANAGEMENT AND COORDINATION**	**Fri 8/1/25**	**Fri 7/31/26**
3	PROJECT QA/QC	Fri 8/1/25	Fri 7/31/26
4	WEEKLY PROJECT STATUS MEETINGS & REPORTS	Fri 8/1/25	Fri 7/31/26
5	PROJECT DOCUMENTATION	Fri 8/1/25	Fri 7/31/26
6	**UTILITY ADJUSTMENT COORDINATION**	**Fri 8/1/25**	**Fri 7/31/26**
7	UTILITY COORDINATION ACTIVITIES & MEETINGS	Fri 8/1/25	Fri 7/31/26
8	UTILITY AGREEMENT ASSEMBLIES	Fri 8/1/25	Fri 7/31/26
9	UTILITY TRACKING	Fri 8/1/25	Fri 7/31/26
10	**SUBSURFACE UTILITY ENGINEERING**	**Fri 8/1/25**	**Fri 7/31/26**
11	QUALITY LEVEL B	Fri 8/1/25	Fri 7/31/26
12	QUALITY LEVEL A	Fri 8/1/25	Fri 7/31/26
13	**UTILITY ENGINEERING**	**Fri 8/1/25**	**Fri 7/31/26**
14	UTILITY LAYOUT	Fri 8/1/25	Fri 7/31/26
15	CONFLICT ASSESSMENT	Fri 8/1/25	Fri 7/31/26
16	INDIVIDUAL UTILITY MEETINGS	Fri 8/1/25	Fri 7/31/26
17	**UTILITY PLANNING AND RESEARCH**	**Fri 8/1/25**	**Fri 7/31/26**
18	UTILITY DATA COLLECTION	Fri 8/1/25	Fri 7/31/26
19	EVALUATION OF UTILITY DATA	Fri 8/1/25	Fri 7/31/26
20	**RIGHT-OF-WAY COORDINATION**	Fri 8/1/25	Thu 7/30/26
21	Work Authorization Termination	Fri 7/31/26	Fri 7/31/26



Williamson County
Road Bond Program
WA 1

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	

Utility Coordination & Engineering Services - Fee Summary
WA#1

Sl. No	Firm Name	Total
1	Prime Provider: Cobb Fendley & Associates	$ 3,052,335.00
2	Sub Provider: Anderson Infrastructure	$ 395,870.00
3	Sub Provider: Texas Utility Coordination, LLC	$ 350,000.00
4	Sub Provider: Badger Daylighting Corporation	$ 35,752.36
5	Sub Provider: GGE Design and Consulting	$ 50,057.90
6	Sub Provider: McGray & McGray Land Suveyors, Inc.	$ 20,819.40
7	Sub Provider: The Rios Group, Inc	$ 48,333.84
8	Sub Provider: Underground Services, Inc. (SoftDig)	$ 12,225.00
9	Sub Provider: AEPARMIA ENGINEERING, PLLC	$ 37,100.00
10	Sub Provider:SAM	$ 42,550.00
	Work Authorization No. 1 Total	**$ 4,045,043.50**

Attachment D

Fee Schedule

Utility Coordination & Engineering Services

Description of Work Task	Principal	Project Manager II	Project Manager I	Senior Engineer I	Engineer III	Engineer II	Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Technician II (Utility)	Senior Technician I (Utility)	Technician III (Utility)	Senior Technician II	Senior Technician I	Technician III	Technician II	Technician I	Right-of-Way Project Manager III	Right-of-Way Agent II	Registered Professional Land Surveyor	3-Person Field Services Crew	2-Person Survey Crew	1-Person Survey 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)	Administrative	Clerical	Total Hours	Total Cost
	$360.00	$260.00	$215.00	$260.00	$215.00	$195.00	$165.00	$152.00	$140.00	$180.00	$154.00	$136.00	$180.00	$154.00	$136.00	$121.00	$91.00	$300.00	$180.00	$215.00	$240.00	$190.00	$140.00	$262.00	$146.00	$370.00	$135.00	$105.00		
PROJECT MANAGEMENT AND COORDINATION	120	200	240	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	**560**	$ 146,800.00
UTILITY ADJUSTMENT COORDINATION	0	100	180	0	0	500	700	400	0	600	800	1,200	400	200	0	300	0	0	0	0	0	0	0	0	0	0	200	200	**5,780**	$ 920,000.00
UTILITY ENGINEERING	0	100	180	0	150	700	800	800	0	0	0	0	400	200	0	300	0	0	0	0	0	0	0	0	0	0	0	0	**3,630**	$ 626,150.00
UTILITY DESIGN **	0	60	180	80	200	600	700	800	0	0	0	0	400	300	0	300	0	0	0	0	0	0	0	0	0	0	0	0	**3,620**	$ 626,700.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	40	40	100	0	0	0	0	0	0	800	0	800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**1,780**	$ 299,100.00
RIGHT-OF-WAY (ROW) COORDINATION	0	40	80	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20	40	0	0	0	0	0	0	0	0	0	**180**	$ 40,800.00
SUBSURFACE UTILITY ENGINEERING (SUE)	0	80	0	40	0	0	0	0	0	0	100	0	0	150	0	0	0	0	0	150	0	250	0	450	0	250	0	0	**1,470**	$ 359,850.00
Total Hours	**160**	**620**	**960**	**120**	**350**	**1,800**	**2,200**	**2,000**	**0**	**1,400**	**900**	**2,000**	**1,200**	**850**	**0**	**900**	**0**	**20**	**40**	**150**	**0**	**250**	**0**	**450**	**0**	**250**	**200**	**200**	**17,020**	
Cost	$57,600	$161,200	$206,400	$31,200	$75,250	$351,000	$363,000	$304,000	$0	$252,000	$138,600	$272,000	$216,000	$130,900	$0	$108,900	$0	$6,000	$7,200	$32,250	$0	$47,500	$0	$117,900	$0	$92,500	$27,000	$21,000		**$ 3,019,400.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Copies (up to 11"x17")	$ 0.15	each	500	$75.00
Color Prints (up to 11"x17")	$ 1.50	each	500	$750.00
Color Prints (Larger than 11"x17")	$ 3.00	sq. ft.	500	$1,500.00
Standard Postage (billed at cost - estimated cost shown)	$ 0.58	each	1000	$580.00
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	60	$1,680.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	60	$2,100.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.700	mile	10000	$7,000.00
Designation, Location & Traffic Control Vehicles (4x4 Vehicles, Vac Truck etc.,)	$ 6.50	mile	500	$3,250.00
Traffic Control (Lane Closures, etc.) (billed at cost - estimated cost shown)	$ 1,500.00	each	10	$15,000.00
Permits (Local, State, etc.) (billed at cost - estimated cost shown)	$ 500.00	each	2	$1,000.00
				$32,935.00

CobbFendley Total | **$ 3,052,335.00**

UTILITY DESIGN ** includes joint bid relocation design for the following utilities:

1. Seward Junction Loop_P598-CityofGeorgetown
2. Seward Junction Loop_P598-CityofLibertyHill
3. CR 110 North_P695-CityofGeorgetown
4. FM 971 (Granger)_P688-CityofGranger
5. Ronald Reagan Segment D1_P673-CityofGeorgetown
6. Ronald Reagan Segment D2_P674-CityofGeorgetown
7. Salt Lake, Front & Brook Street_P687-CityofBartlett
8. Pond Springs at Roxie_P309 - City of Austin
9. Ronald Reagan Blvd Widening (Seg B)_P336-City of Georgetown (As-builts Pending)
10. Liberty Hill Bypass (SH 29)_P346-City of Liberty Hill
11. CR 314 Safety Improvements_P364-Sonterra MUD
12. Corridor H (Sam Bass Rd)_P462 - City of RoundRock (As-builts Pending)

Attachment D

Fee Schedule

Utility Coordination & Engineering Services - Anderson Infrastructure

Description of Work Task	Sr. Technical Advisor	Sr. Utility Engineer	Utility Coordinator	Utility Field Coordinator	4x4 Project Vehicles (Per Day)	Total Hours	Total Cost
	$247.00	$197.00	$114.00	$133.00	$100.00		
PROJECT MANAGEMENT AND COORDINATION	100	60	0	0	0	**160**	$ 36,520.00
UTILITY ADJUSTMENT COORDINATION	150	180	400	400	360	**1,490**	$ 207,310.00
UTILITY ENGINEERING	150	200	200	0	0	**550**	$ 99,250.00
UTILITY DESIGN	0	0	0	0	0	**0**	$ -
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	0	0	0	**0**	$ -
RIGHT-OF-WAY (ROW) COORDINATION	0	0	0	0	0	**0**	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	20	50	100	200	0	**370**	$ 52,790.00
Total Hours	**420**	**490**	**700**	**600**	**360**	**2,570**	
Cost	$103,740	$96,530	$79,800	$79,800	$36,000		$395,870
						Anderson Infrastructure Total	**$395,870.00**

Attachment D

Fee Schedule

Utility Coordination & Engineering Services - Texas Utility Coordination, LLC

Description of Work Task	Senior Utility Coordinator	Field Coordinator/Inspector	4x4 Project Vehicles	Total Hours	Total Cost
	$208.00	$136.00	$100.00		
PROJECT MANAGEMENT AND COORDINATION	200	0	0	**200**	$ 41,600.00
UTILITY ADJUSTMENT COORDINATION	400	600	100	**1,100**	$ 174,800.00
UTILITY ENGINEERING	200	400	0	**600**	$ 96,000.00
UTILITY DESIGN	0	0	0	**0**	$ -
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	0	**0**	$ -
RIGHT-OF-WAY (ROW) COORDINATION	0	0	0	**0**	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	50	200	0	**250**	$ 37,600.00
Total Hours	**850**	**1,200**	**100**	**2,150**	
Cost	$176,800	$163,200	$10,000		$350,000
				Texas Utility Coordination, LLC Total	**$350,000.00**

Attachment D

Fee Schedule

Utility Coordination & Engineering Services - Badger Daylighting Corporation

Description of Work Task	Badger Hydrovac with Operator (10-hour port to port day)	Badger Hydrovac with Operator Overtime (any time over 10-hour day)	Badger Combovac with Operator (10-hour port to port day)	Badger Combovac with Operator Overtime (any time over 10-hour day)	Badger Coring Unit with Operator (10-hour port to port day)	Additional Operator (remote job or backfill work)	Additional Operator Overtime (remote work or backfill work over 10-hours)	Disposition – Non Contaminated (Per Load)	Consumable Materials (Per Operator/Per Day)	Backfilling (Includes truck/operator/material(no flowable) 5CY min per callout)	Supply Water (Per Load)	Remote Hose (Reqd for locations in excess of 20' from truck spot. 100LF min per callout)	Support Truck	Total Cost
	Per Day	Per Hour	Per Day	Per Hour	Per Day	Per Hour	Per Hour	Per Load	Per EA	Per CY	Per Load	Per LF	Per Day	
	$2,928.42	$319.77	$3,300.00	$350.00	$2,750.00	$63.95	$89.76	$250.00	$33.66	$195.00	$129.03	$5.61	$302.94	
PROJECT MANAGEMENT AND COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
UTILITY ADJUSTMENT COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
UTILITY ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
UTILITY DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	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	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	5	0	0	0	5	20	0	5	4	20	4	50	0	$ 35,752.36
Total Hours	**5**	**0**	**0**	**0**	**5**	**20**	**0**	**5**	**4**	**20**	**4**	**50**	**0**	
Cost	$14,642	$0	$0	$0	$13,750	$1,279	$0	$1,250	$135	$3,900	$516	$281	$0	**$35,752.36**
													Badger Daylighting Corporation Total	**$35,752.36**

Utility Coordination & Engineering Services - GGEDC

Attachment D

Fee Schedule

Description of Work Task	Project Manager	CAD Technician Junior	CAD Technician	Sr. CAD Technician	Utility Coordinator Junior	Utility Coordinator	Sr Utility Coordinator	Engineer in Training I (EIT)	Project Engineer I	Project Engineer II	Sr. Project Engineer	Engineer Technician Junior	Engineer Technician	Engineer Technician Senior	Design Engineer	Administrative	Total Hours	Total Cost
	$317.31	$90.16	$115.38	$137.02	$130.75	$158.65	$202.39	$115.38	$162.98	$223.56	$266.83	$94.18	$120.84	$142.55	$146.58	$72.55		
PROJECT MANAGEMENT AND COORDINATION	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**10**	$ 3,173.10
UTILITY ADJUSTMENT COORDINATION	10	0	0	0	0	20	10	10	10	10	0	10	10	0	0	0	**90**	$ 15,539.40
UTILITY ENGINEERING	10	40	60	0	0	0	10	40	20	10	0	20	30	0	0	0	**240**	$ 31,345.40
UTILITY DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	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**	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
Total Hours	**30**	**40**	**60**	**0**	**0**	**20**	**20**	**50**	**30**	**20**	**0**	**30**	**40**	**0**	**0**	**0**	**340**	
Cost	$9,519	$3,606	$6,923	$0	$0	$3,173	$4,048	$5,769	$4,889	$4,471	$0	$2,825	$4,834	$0	$0	$0		**$50,057.90**
																GGEDC Total		**$50,057.90**

Attachment D

Fee Schedule

Utility Coordination & Engineering Services - McGRAY & McGRAY LAND SURVEYORS, INC.

Description of Work Task	1 man reconnaissance or data gathering	2 man survey crew, with vehicle and data collection	3 man survey crew, with vehicle and data collection	Fixed Wing Flight crew (Includes pilot and Sensor Operator)	Helicopter Flight crew (Includes pilot and Sensor Operator)	Project Manager	GIS Technician - Senior	GIS Technician	Abstractor	Surveyor (RPLS) - Senior	Surveyor (RPLS)	Survey Technician (Surveyor-In-Training) - SIT	Survey Technician	Certified Photogrammetrist	Aerial Mapping Technician	Aerial Processing Technician	LiDAR Task Lead	LiDAR Mapping Technician (Aerial)	LiDAR Office Technician (Aerial)	LiDAR Processing Technician (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	Mapping Editor (includes QA/QC, Finishing & Finalization)	Orthophoto Specialist	Survey Field Crew Coordinator	Project Coordinator - (Helicopter, Fixed Wing, Mobile, UAS, Terrestrial)	Administrative/ Clerical	Total Hours	Total Cost
	$155.00	$220.00	$280.00	$225.00	$225.00	$235.51	$107.17	$92.82	$94.20	$193.95	$171.78	$119.14	$98.36	$116.37	$94.03	$91.35	$138.53	$99.74	$99.74	$99.74	$110.83	$91.35	$94.20	$132.99	$94.20		
PROJECT MANAGEMENT AND 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**	$ -
UTILITY ADJUSTMENT 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**	$ -
UTILITY ENGINEERING	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**	$ -
UTILITY DESIGN	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**	$ -
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**	$ -
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**	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	0	60	0	0	0	0	0	0	0	0	10	0	60	0	0	0	0	0	0	0	0	0	0	0	0	**130**	$ 20,819.40
Total Hours	**0**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**0**	**60**	**0**	**0**	0	0	0	0	0	0	0	0	0	0	**130**	
Cost	$0	$13,200	$0	$0	$0	$0	$0	$0	$0	$0	$1,718	$0	$5,902	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		**$20,819.40**
																									McGRAY & McGRAY LAND SURVEYORS, INC. Total		**$20,819.40**

Attachment D

Fee Schedule

Utility Coordination & Engineering Services - The Rios Group, Inc

Description of Work Task	Project Manager	Senior Engineer	Project Engineer	Utilities Engineer	Engineer-in-Training	Engineer Technician	Engineer Technician (Junior)	Senior CADD Operator	CADD Operator	Junior CADD Operator	SUE Manager	SUE Field Manager	Senior Utility Coordinator	Utility Coordinator	Engineering Specialist (Utility)	Admin/Clerical	One Designating Person w/ Equipment	Two Designating Person w/ Equipment	Three Person Locating Crew w/ Excavation Vehicle	Test Hole – 0 feet to 5 feet	Test Hole – 5 feet to 8 feet	Test Hole – 8 feet to 13 feet	Test Hole – 13 feet to 20 feet	Test Hole – Over 20 feet	Pavement Coring	Total Cost
	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per Hour	Per EA	Per EA	Per EA	Per EA	Per EA	Per EA	
	$235.14	$260.23	$206.93	$173.35	$120.99	$120.71	$94.06	$116.00	$90.92	$68.98	$142.65	$109.73	$203.79	$137.95	$81.52	$103.33	$168.00	$262.00	$385.00	$1,380.00	$1,680.00	$2,100.00	$2,700.00	$3,200.00	$390.00	
PROJECT MANAGEMENT AND 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	$ -
UTILITY ADJUSTMENT 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	$ -
UTILITY ENGINEERING	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	$ -
UTILITY DESIGN	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	$ -
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	$ -
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	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	8	0	0	0	0	0	0	0	36	0	24	0	0	0	0	0	0	78	0	14	0	0	0	0	0	$ 48,333.84
Total Hours	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**36**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**78**	**0**	**14**	**0**	**0**	**0**	**0**	**0**	
Cost	$1,881	$0	$0	$0	$0	$0	$0	$0	$3,273	$0	$3,424	$0	$0	$0	$0	$0	$0	$20,436	$0	$19,320	$0	$0	$0	$0	$0	**$48,333.84**
																									The Rios Group, Inc Total	**$48,333.84**

Williamson County Road Bond Program
Utility Coordination and Relocation Services

Attachment D

Fee Schedule

Utility Coordination & Engineering Services - Underground Services, Inc. (SoftDig)

Description of Work Task	1-2 Man Crew with Equipment (Day Rate)	1-2 Man Crew with Equipment (Night Rate)	2 Man Crew with Equipment (Day Rate)	2 Man Crew with Equipment (Night Rate)	2 Man Crew with Equipment (Day Rate)	2 Man Crew with Equipment (Night Rate)	CAD/GIS Mapping (Data Management) (1 Person)	Coring/Permanent Restoration (Permit Regulated & Restoration is Included) Per Load	Total Cost
	$225.00	$275.00	$325.00	$375.00	$315.00	$340.00	$300.00	$375.00	
PROJECT MANAGEMENT AND COORDINATION	0	0	0	0	0	0	0	0	$ -
UTILITY ADJUSTMENT COORDINATION	0	0	0	0	0	0	0	0	$ -
UTILITY ENGINEERING	0	0	0	0	0	0	0	0	$ -
UTILITY DESIGN	0	0	0	0	0	0	0	0	$ -
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	0	0	0	0	0	0	0	$ -
RIGHT-OF-WAY (ROW) COORDINATION	0	0	0	0	0	0	0	0	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	0	0	30	0	0	0	7	1	$ 12,225.00
Total Hours	**0**	**0**	**30**	**0**	**0**	**0**	**7**	**1**	
Cost	$0	$0	$9,750	$0	$0	$0	$2,100	$375	**$12,225.00**
								Underground Services, Inc. (SoftDig) Total	**$12,225.00**

Utility Coordination & Engineering Services - AEPARMIA ENGINEERING, PLLC

Attachment D

Fee Schedule

Description of Work Task	Principal	Project Manager	Professional Engineer	Construction Manager	Field Team Lead	Project Coordinator	Engineer In Training	3d Designer	Utilities Specialist II	Utilities Coordinator II	Accounting Assistant	Utilities Specialist I	Utilities Coordinator I	GIS Technician	Engineering Intern	Administrative	Total Hours	Total Cost
	$330.00	$264.00	$231.00	$185.00	$165.00	$154.00	$125.00	$138.00	$102.00	$95.00	$88.00	$88.00	$88.00	$83.00	$83.00	$69.00		
PROJECT MANAGEMENT AND COORDINATION	10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**10**	$ 3,300.00
UTILITY ADJUSTMENT COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
UTILITY ENGINEERING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
UTILITY DESIGN	0	20	0	0	0	0	0	120	80	40	0	0	0	0	0	0	**260**	$ 33,800.00
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	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**	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
Total Hours	**10**	**20**	**0**	**0**	**0**	**0**	**0**	**120**	**80**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	**270**	
Cost	$3,300	$5,280	$0	$0	$0	$0	$0	$16,560	$8,160	$3,800	$0	$0	$0	$0	$0	$0		**$37,100.00**
																	AEPARMIA ENGINEERING, PLLC Total	**$37,100.00**

Utility Coordination & Engineering Services - SAM

Description of Work Task	Office / Department Manager	Senior Project Manager	Project Manager / Senior Engineer	Staff Engineer	Phase Manager	Senior Office Technician	Office Technician III	Office Technician II	Office Technician I	Project Specialist	Administration/Clerical Support	Field Ops Manager	Field Coordinator / Supervisor	Field Technician III	Field Technician II	Field Technician I	Office / Department Manager	Project Manager / UC Manager	Senior Utility Coordinator	Utility Coordinator III	Utility Coordinator II	Utility Coordinator I	Project Specialist	Administration / Clerical Support	Senior Utility Construction Engineering Inspector	Utility Construction Engineering Inspector III	Utility Construction Engineering Inspector II	Utility Construction Engineering Inspector I	Principal/Department Manager	Senior Project Manager	Project Manager	Staff Surveyor	Phase Manager	Project Coordinator	Senior Survey Technician	Survey Technician	Project Specialist	Administration / Clerical Support	One (1) Person Survey Field Crew	Two (2) Person Survey Field Crew	Three (3) Person Survey Field Crew	Field Coordinator	Field Ops Manager	Additional Rodperson, Chainperson or Flagperson	Total Hours	Total Cost
	$300.00	$265.00	$235.00	$225.00	$165.00	$155.00	$145.00	$135.00	$125.00	$150.00	$120.00	$210.00	$150.00	$140.00	$130.00	$120.00	$300.00	$280.00	$220.00	$130.00	$120.00	$115.00	$150.00	$120.00	$170.00	$155.00	$130.00	$120.00	$300.00	$250.00	$205.00	$190.00	$170.00	$150.00	$135.00	$120.00	$125.00	$105.00	$135.00	$185.00	$260.00	$140.00	$165.00	$80.00		
PROJECT MANAGEMENT AND COORDINATION	5	10	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	0	0	0	0	0	0	0	0	0	0	0	0	0	**15**	$ 4,150.00
UTILITY ADJUSTMENT 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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
UTILITY ENGINEERING	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
UTILITY DESIGN	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
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	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	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
SUBSURFACE UTILITY ENGINEERING (SUE)	0	0	12	0	0	10	16	20	24	10	10	8	16	20	20	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	10	20	0	20	10	0	**260**	$ 38,400.00
Total Hours	**5**	**10**	**12**	**0**	**0**	**10**	**16**	**20**	**24**	**10**	**10**	**8**	**16**	**20**	**20**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**10**	**10**	**20**	**0**	**20**	**10**	**0**	**275**	
Cost	$1,500	$2,650	$2,820	$0	$0	$1,550	$2,320	$2,700	$3,000	$1,500	$1,200	$1,680	$2,400	$2,900	$2,600	$2,880	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,050	$1,350	$3,700	$0	$2,800	$1,950	$0		**$42,550.00**
																																												SAM Total		**$42,550.00**

Commissioners Court - Regular Session **35.**

Meeting Date: 07/29/2025

Utility Services (Corridor) - Cobb Fendley - WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Utility Coordination Services (Corridor Program) contract executed July 22, 2025, between Williamson County and Cobb, Fendley & Associates, Inc. relating to the LTP Corridor Program. Project: On-Call Fund Source: LTP Corridor.

Background

This Work Authorization No. 2 is for utility coordination services for projects on the LTP Corridor Program in the amount of $145,163.96 and terminates on July 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Utility Services (Corridor) - Cobb Fendley - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:31 AM
Form Started By: Ragan Riggs		Started On: 07/23/2025 02:13 PM
Final Approval Date: 07/24/2025		

WORK AUTHORIZATION NO. 2
PROJECT: UTILITY COORDINATION FOR WILLIAMSON COUNTY CORRIDOR PROGRAM

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 22, 2025 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").

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 $145,163.96.

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 August 1st, 2025 and full execution of the parties hereto and shall terminate on July 31st, 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.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Cobb, Fendley & Associates, Inc.	Williamson County, Texas
By: Sandra G Khoury	By:_____ Signature
Sandra G. Khoury, P.E. Printed Name	_____ Printed Name
Executive Vice President 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 10:26 am, Jul 23, 2025

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for all Corridor Projects and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by Cobb, Fendley & Associates, Inc. (the ***Utility Coordinator),*** involves utility coordination and engineering services in Williamson County, Texas, (the County) for the Corridor Program as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator,*** in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road Bond Program and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator,*** in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator's*** Project Principal is:
Ms. Sandra G. Khoury, P.E.
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway,
Suite 800
Austin, Texas 78759
Telephone: 512-646-4342

The ***Utility Coordinator's*** Project Manager is:
Mr. Derrick Horvath
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway,
Suite 800
Austin, Texas 78759
Telephone: 512-646-4317

The ***Utility Coordinator's*** Deputy Project Manager is:
Mr. Seferino Martinez
Cobb, Fendley & Associates, Inc.
9600 N. Mopac Expressway,
Suite 800
Austin, Texas 78759
Telephone: 512-646-4394

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:
2.3.1. Project with Limits
2.3.2. Roadway Design Engineer

2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator's*** responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical

deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide

copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Accounting Method, Attachment "C" Schedule of Work, Attachment "D" Statement Covering Contract Work, Attachment "E" Property Interest, Attachment "F" Eligibility Ratio, Attachment "G" Betterment Calculation and Estimates, Attachment "H" Proof of Property Interest.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and

the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure that the proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be
notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information
3.5.2. Meetings and Written Notifications
3.5.3. Agreement Information
3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator****'s* Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Subsurface Utility Engineering services includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as defined in the Utilities Section of the Design Criteria Manual.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces to perform required test holes for verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work to ensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. A non-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations, if applicable will be prepared and delivered to the County or its Designated

Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid on the County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).
4.2.4.7. Utility facility condition.
4.2.4.8. Pavement thickness and type.
4.2.4.9. Coating/Wrapping information and condition.
4.2.4.10. Unusual circumstances or field conditions.
4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.
4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.
4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans

and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.
5.1.2. Facilities to be abandoned in place.
5.1.3. Facilities to remain in service and in place.
5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project limits. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road Bond Program's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a *.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
5.3.2. Set agenda and sign-in sheet for all coordination meetings.
5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.
5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross

sections are made available by the design engineer. The Proposed Utility Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view
5.4.2. Existing and proposed roadway features in cross-sectional view
5.4.3. Identify which utilities will be built as part of the contract
5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN.

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility

designs into the County's plans. If necessary, the ***Engineer*** shall provide any required Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation to assist with the development of the County's Road Bond Program. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:

- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project

- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated

Representative for utility relocation options, including redesign.

7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING.

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

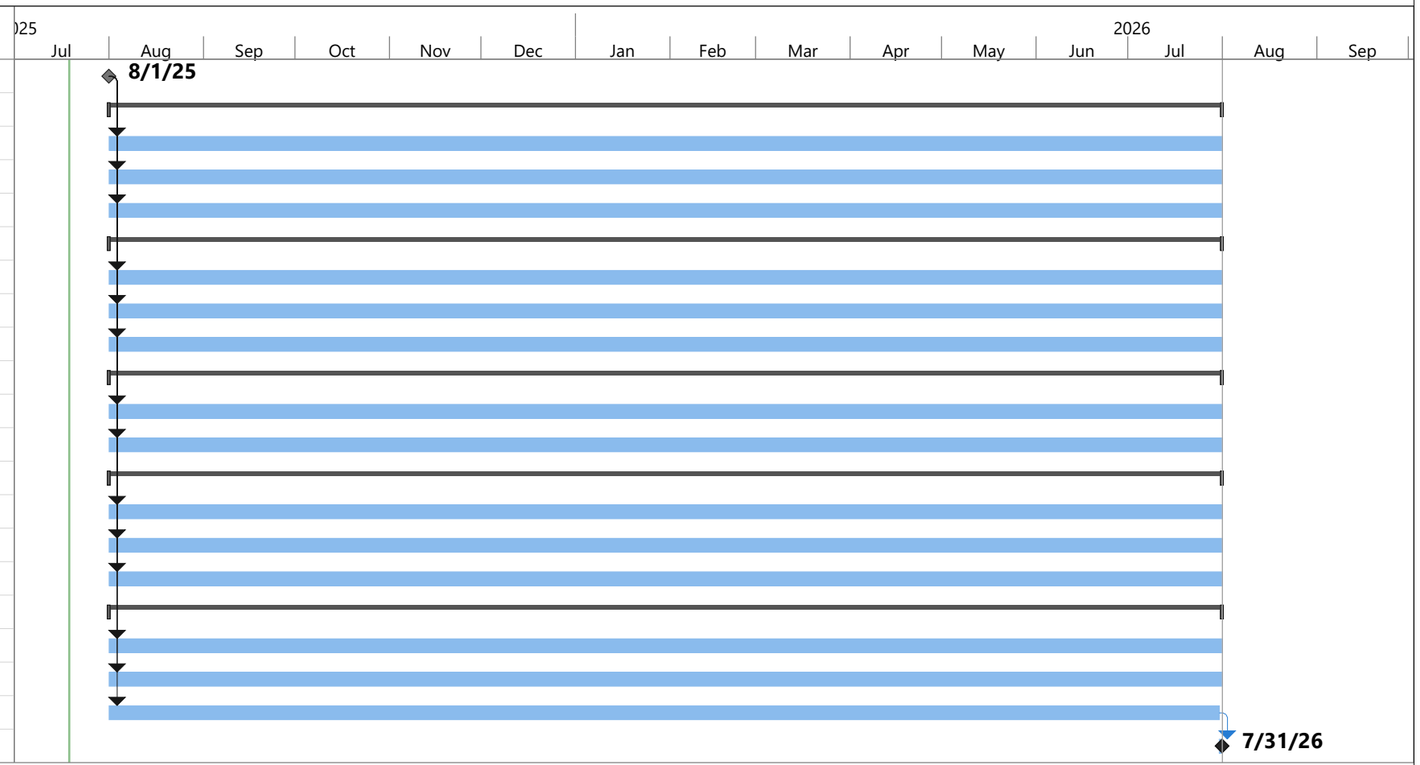
9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name	Start	Finish
1	Notice to Proceed	Fri 8/1/25	Fri 8/1/25
2	**PROGRAM MANAGEMENT AND COORDINATION**	**Fri 8/1/25**	**Fri 7/31/26**
3	PROJECT QA/QC	Fri 8/1/25	Fri 7/31/26
4	WEEKLY PROJECT STATUS MEETINGS & REPORTS	Fri 8/1/25	Fri 7/31/26
5	PROJECT DOCUMENTATION	Fri 8/1/25	Fri 7/31/26
6	**UTILITY ADJUSTMENT COORDINATION**	**Fri 8/1/25**	**Fri 7/31/26**
7	UTILITY COORDINATION ACTIVITIES & MEETINGS	Fri 8/1/25	Fri 7/31/26
8	UTILITY AGREEMENT ASSEMBLIES	Fri 8/1/25	Fri 7/31/26
9	UTILITY TRACKING	Fri 8/1/25	Fri 7/31/26
10	**SUBSURFACE UTILITY ENGINEERING**	**Fri 8/1/25**	**Fri 7/31/26**
11	QUALITY LEVEL B	Fri 8/1/25	Fri 7/31/26
12	QUALITY LEVEL A	Fri 8/1/25	Fri 7/31/26
13	**UTILITY ENGINEERING**	**Fri 8/1/25**	**Fri 7/31/26**
14	UTILITY LAYOUT	Fri 8/1/25	Fri 7/31/26
15	CONFLICT ASSESSMENT	Fri 8/1/25	Fri 7/31/26
16	INDIVIDUAL UTILITY MEETINGS	Fri 8/1/25	Fri 7/31/26
17	**UTILITY PLANNING AND RESEARCH**	**Fri 8/1/25**	**Fri 7/31/26**
18	UTILITY DATA COLLECTION	Fri 8/1/25	Fri 7/31/26
19	EVALUATION OF UTILITY DATA	Fri 8/1/25	Fri 7/31/26
20	**RIGHT-OF-WAY COORDINATION**	Fri 8/1/25	Thu 7/30/26
21	Work Authorization Termination	Fri 7/31/26	Fri 7/31/26



Williamson County
Corridor Program
WA 2

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	

Utility Coordination & Engineering Services - Fee Summary
WA#2

Sl. No	Firm Name	Total
1	Prime Provider: Cobb Fendley & Associates	$109,160.80
2	Sub Provider: GGE Design & Consulting	$36,003.16
	Work Authorization No. 2 Total	**$145,163.96**

Attachment D

Fee Schedule

Utility Coordination & Engineering Services - CobbFendley & Associates

Description of Work Task	Principal	Project Manager II	Project Manager I	Senior Engineer I	Engineer III	Engineer II	Engineer I	Graduate Engineer II	Graduate Engineer I	Senior Technician II (Utility)	Senior Technician I (Utility)	Technician III (Utility)	Senior Technician II	Senior Technician I	Technician III	Technician II	Technician I	Right-of-Way Project Manager III	Right-of-Way Agent II	Registered Professional Land Surveyor	2-Person Survey Crew	1-Person Survey 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)	Administrative	Clerical	Total Hours	Total Cost
	$360.00	$260.00	$215.00	$260.00	$215.00	$195.00	$165.00	$152.00	$140.00	$180.00	$154.00	$136.00	$180.00	$154.00	$136.00	$121.00	$91.00	$300.00	$180.00	$215.00	$190.00	$140.00	$262.00	$146.00	$370.00	$135.00	$105.00		
PROJECT MANAGEMENT AND COORDINATION	12	12	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**72**	$ 17,760.00
UTILITY ADJUSTMENT COORDINATION	0	12	48	0	0	0	66	66	0	0	12	66	40	0	0	0	30	0	0	0	0	0	0	0	0	0	0	**340**	$ 55,116.00
UTILITY ENGINEERING	0	12	48	0	0	0	24	24	0	0	12	24	40	0	0	0	30	0	0	0	0	0	0	0	0	0	0	**214**	$ 36,090.00
UTILITY DESIGN	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**	$ -
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**	$ -
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**	$ -
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**	$ -
Total Hours	**12**	**36**	**144**	**0**	**0**	**0**	**90**	**90**	**0**	**0**	**24**	**90**	**80**	**0**	**0**	**0**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**626**	
Cost	$4,320	$9,360	$30,960	$0	$0	$0	$14,850	$13,680	$0	$0	$3,696	$12,240	$14,400	$0	$0	$0	$5,460	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		**$ 108,966.00**

Other Direct Expenses

			CobbFendley	
Description	**Unit Cost**	**Units**	**Quantity**	**Total**
In-House Reproduction:				
Standard Postage (billed at cost - estimated cost shown)	$ 0.58	each	10	$5.80
Express Mail (billed at cost - estimated cost shown)	$ 28.00	each	1	$28.00
Local Deliveries (billed at cost - estimated cost shown)	$ 35.00	each	1	$35.00
Mileage (billed at IRS approved rate - estimated cost shown)	$ 0.700	mile	180	$126.00
				$194.80

CobbFendley Total **$ 109,160.80**

Utility Coordination & Engineering Services - GGEDC

Attachment D

Fee Schedule

Description of Work Task	Project Manager	CAD Technician Junior	CAD Technician	Sr. CAD Technician	Utility Coordinator Junior	Utility Coordinator	Sr Utility Coordinator	Engineer in Training I (EIT)	Project Engineer I	Project Engineer II	Sr. Project Engineer	Engineer Technician Junior	Engineer Technician	Engineer Technician Senior	Design Engineer	Administrative	Total Hours	Total Cost
	$317.31	$90.16	$115.38	$137.02	$130.75	$158.65	$202.39	$115.38	$162.98	$223.56	$266.83	$94.18	$120.84	$142.55	$146.58	$72.55		
PROJECT MANAGEMENT AND COORDINATION	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**12**	$ 3,807.72
UTILITY ADJUSTMENT COORDINATION	0	20	24	20	0	0	0	24	20	0	0	0	0	0	0	0	**108**	$ 13,341.44
UTILITY ENGINEERING	0	20	20	12	0	0	0	20	12	0	0	0	0	0	0	0	**84**	$ 10,018.40
UTILITY DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	$ -
RESEARCH - UTILITY DATA COLLECTION (PLANNING)	0	12	18	12	0	0	0	18	12	0	0	0	0	0	0	0	**72**	$ 8,835.60
RIGHT-OF-WAY (ROW) COORDINATION	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**	$ -
Total Hours	**12**	**52**	**62**	**44**	**0**	**0**	**0**	**62**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**276**	
Cost	$3,808	$4,688	$7,154	$6,029	$0	$0	$0	$7,154	$7,171	$0	$0	$0	$0	$0	$0	$0		**$36,003.16**
																GGEDC Total		**$36,003.16**

Commissioners Court - Regular Session **36.**

Meeting Date: 07/29/2025

Survey Services (Ronald Reagan, C1 & C2) - LSI - SWA#3 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Surveying Services contract executed May 9, 2024, between Williamson County and Landesign Services, Inc. relating to the Road Bond Program. Project: TANS P588 Fund Source: Road Bonds.

Background

This Supplemental No. 3 to Work Authorization No. 1 is for additional survey services (up to 10 parcels) for Ronald Reagan Boulevard, Segments C1 and C2 on the Road Bond Program in the amount of $99,350.00 and extends the termination date to December 31, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Survey Services (Ronald Reagan, C1 & C2) - LSI - SWA#3 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:56 AM
Form Started By: Ragan Riggs		Started On: 07/23/2025 02:19 PM
Final Approval Date: 07/24/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 03
TO
WORK AUTHORIZATION NO. 01

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Boulevard Segment C1
Ronald Reagan Boulevard Segment C2

This Supplemental Work Authorization No. 03 to Work Authorization No. 01 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Landesign Services, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 01 dated effective May 31, 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 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 as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on **December 31, 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 revised Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased by **$99,350.00** from $168,634.00 to **$267,984.00**. 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:**
Landesign Services, Inc.	**Williamson County, Texas**
By: Brandy Tabor Signature	By: _____ Signature
Brandy Tabor Printed Name	_____ Printed Name
President Title	_____ Title
07/21/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 10:17 am, Jul 23, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Boulevard Segment C1
Ronald Reagan Boulevard Segment C2

PROJECT DESCRIPTION

1. 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 (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. 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 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.

   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

2. 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. Map will be reconciled and refined into a preliminary right-of-way map for review

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 right-of-way lines and parcel boundaries.

c. Parcel Acquisition Documents (up to 10 additional parcel documents assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for right-of-way parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed right-of-way 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 right of way parcel and easement acquisition, and ROW Strip Map; including line table, and curve data, parcel insets, located improvements, provide offset distances of any improvements within 5 ft. proximity.
- 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.
- Surveyor has already made revisions to parcel documents in response to numerous proposed ROW design changes requested by the County.

d. Deliverables:

- Draft Parcel Acquisition Documents (pdf), by September 30, 2025;
- Preliminary ROW map (roll plot - submitted with draft exhibits), by September 30, 2025;
- Final Signed and Sealed Parcel Acquisition Documents (pdf), by November 30, 2025;
- Survey CADD files, by November 30, 2025; and
- ASCII point file of all points located/set during the survey, by November 30, 2025.

Landesign Services, Inc.
Ronald Reagan (FM 734) Segment C1 / C2
Limits: **FM 3405 to Williams Drive**

Attachment C
Work Schedule

Work Authorization No. 1
SWA No. 3

Prime Provider Name: Landesign Services, Inc.																				
	2024				2025															
Tasks	Sept.		Oct.		Nov.		Dec.		Jan.		Feb.		Mar.		Apr.		May		June	
Right of Entry																				
Admin/Mobilization																				
Research																				
Abstract Map (Working Sketch)																				
Initial Boundary Surveys (Field)																				
Boundary Analysis and Preliminary ROW																				
Secondary Boundary Surveys (Field)																				
Draft Parcel Exhibits																				
Title Commitment Review (Parcel Updates)																				
Final Parcel Descriptions and Plats																				
ROW Map (roll plot)																				
Field Monumentation																				
Locate Improvements																				
QA/QC																				
FC 130 - Direct Labor Subtotal																				
WA Termination Date: December 31, 2025																				

	2025																			
Tasks	July		Aug.		Sept.		Oct.		Nov.		Dec.									
Right of Entry																				
Admin/Mobilization																				
Research																				
Abstract Map (Working Sketch)																				
Initial Boundary Surveys (Field)																				
Boundary Analysis and Preliminary ROW																				
Secondary Boundary Surveys (Field)																				
Draft Parcel Exhibits																				
Title Commitment Review (Parcel Updates)																				
Final Parcel Descriptions and Plats																				
ROW Map (roll plot)																				
Field Monumentation																				
Locate Improvements																				
QA/QC																				
FC 130 - Direct Labor Subtotal																				

Landesign Services, Inc.
Ronald Reagan (FM 734) Segment C1/C2
Limits: **FM 3405 to Williams Drive**

Attachment D - Fee Schedule

Work Authorization No. 1
SWA No. 3

WA01 - Road & Bridge (LTP) = ROW Revisions, Additional Parcels, and Field Work

Prime Provider Name: Landesign Services, Inc.

TASK DESCRIPTION	PROJECT MANAGER (RPLS)	STAFF SURVEYOR (RPLS)	SENIOR SURVEY TECH	SURVEY TECH	GIS TECH	ABSTRACTOR	CLERICAL	DELIVERY	3-PERSON SURVEY CREW	2-PERSON SURVEY CREW	1-PERSON SURVEY CREW	TOTAL LABOR HRS. & COSTS
Right-of-Way Mapping												
Right of Entry	0	0	0	0	0	0	0	0	0	0	0	$0.00
Admin/Mobilization	4	6	0	0	0	0	8	0	0	0	0	$2,160.00
Research	2	4	8	8	0	0	0	0	0	0	0	$2,560.00
Abstract Map (Working Sketch)	2	6	30	8	12	0	0	0	0	0	0	$6,280.00
Initial Boundary Surveys (Field)	2	5	8	8	5	0	4	0	0	20	0	$7,125.00
Boundary Analysis and Preliminary ROW	4	16	24	8	10	0	4	0	0	0	0	$7,510.00
Secondary Boundary Surveys (Field)	2	2	8	8	2	0	0	0	0	10	0	$4,300.00
Draft Parcel Exhibits	4	25	40	8	0	0	8	0	0	0	0	$9,980.00
Title Commitment Review (Parcel Updates)	4	18	30	8	0	0	0	0	0	0	0	$7,300.00
Final Parcel Descriptions and Plats	4	30	40	8	0	0	6	0	0	0	0	$10,530.00
ROW Map (roll plot)	4	12	32	8	0	0	4	0	0	0	0	$6,980.00
Field Monumentation	2	4	6	8	4	0	0	0	0	30	0	$8,230.00
Locate Improvements	2	2	10	0	0	0	0	0	0	60	0	$12,840.00
Prepare Easements	2	4	8	0	0	0	0	0	0	0	0	$1,800.00
QA/QC	12	26	36	10	7	0	6	0	0	0	0	$11,755.00
FC 130 - Direct Labor Subtotal	**50**	**160**	**280**	**90**	**40**	**0**	**40**	**0**	**0**	**120**	**0**	**$99,350.00**
FC 130 SUB-TOTALS	**50**	**160**	**280**	**90**	**40**	**0**	**40**	**0**	**0**	**120**	**0**	**$99,350.00**
HOURS SUB-TOTALS	50	160	280	90	40	0	40	0	0	120	0	780
CONTRACT RATE	**$180.00**	**$140.00**	**$110.00**	**$95.00**	**$85.00**	**$75.00**	**$75.00**	**$50.00**	**$220.00**	**$185.00**	**$140.00**	
	$9,000.00	$22,400.00	$30,800.00	$8,550.00	$3,400.00	$0.00	$3,000.00	$0.00	$0.00	$22,200.00	$0.00	$99,350.00

SUMMARY		
DIRECT LABOR		$99,350.00
UNIT COST		$0.00
Total Landesign Survey (WA#01, SWA#3)		**$99,350.00**

Work Authorization #01 Summary	Date	Authorized Amount
WA#01 - Maximum Amount Payable	5/31/2024	$168,634.00
WA#01, SWA#01 - Time Extension	10/4/2023	N/A
WA#01, SWA#02 - Time Extension		N/A
WA#01, SWA#03 - Maximum Amount Payable		$99,350.00
Total		$267,984.00

Commissioners Court - Regular Session **37.**

Meeting Date: 07/29/2025

Indigent/Abandoned Burial

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	07/22/2025 04:25 PM
Form Started By: Andrea Schiele		Started On: 07/22/2025 04:07 PM
Final Approval Date: 07/22/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Roy Lopez)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Roy Lopez (SSN xxx-xx-4744) passed away on May 31, 2025, at the age of 66, while admitted at St. David's Hospital located at 2400 Round Rock Ave., Round Rock, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 29th day of July 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **38.**

Meeting Date: 07/29/2025

FY26 Compensation

Submitted For: Allen Frederick **Submitted By:** Kaylan Diederich, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on salaries and other compensation for Fiscal Year 2026 to include, but not limited to, Elected Officials' salaries and supplements.

Background

Presentation is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY26 Compensation

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	07/24/2025 10:39 AM
County Judge Exec Asst.	Delia Colon	07/24/2025 11:07 AM
Form Started By: Kaylan Diederich		Started On: 07/24/2025 09:30 AM
Final Approval Date: 07/24/2025		

Compensation FY26

July 29, 2025

Consumer Price Index (CPI)

- We utilize the Dallas and Houston area Consumer Price Index's (CPI)
  - May 2025 - .6% (Dallas)
  - June 2025 - 1.8% (Houston)

Historical Summary

- Salary study process helps ensure our salary grade charts stay competitive for established employees and new hires
- Tenure (aka step chart) funded annually for law enforcement
- Cost of Living Adjustment (COLA)/Merit recommendations from HR -
    - FY25 – recommended merit and COLA increases at 3% each; Commissioners Court approved recommendation
    - FY24 – recommended merit increase at 4%; Commissioners Court approved recommendation
    - FY23 – recommended COLA at 5% and merit at 3%; Commissioners Court approved recommendation

FY26 Recommendations

- Data collected and reviewed with peers from salary study market
- FY26 COLA and merit recommendation – 0% COLA; 2% *merit ($2,364,464)
- Grant funded positions must have funding available within the grant for increases
- L and C chart funding – step increase ($1,008,567)
- Williamson County Elected Officials – 2% increase ($92,667)

*Per policy small offices merit would be funded at 1% additional

FY26 Considerations Regarding Senate Bill 293 Supplements

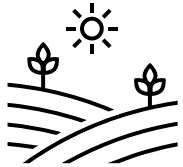
- Adjust current District Judge (DJ) supplement from current max of $18K to newly approved max of $25K
  - SB 293 gave state increases to salaries – base pay increase by 25% for DJs, first increase since 2013
  - County Court at Law (CCL) Judge county salary impacted by DJ supplement – claw back provision (amount under max supplement for DJ will reduce CCL Judge salary)
  - District Attorney current County supplement remains at $52K as approved by CC last year
  - County Attorney salary review included in salary study 2.3 (effective FY27)

Salary Study Results Round 2.2

- Reviewed 821 positions and 180 different classifications
- Positions with grade changes – 281
- Positions with title changes - 17
- Classifications after salary study - 180
- Total cost of L & C changes – $4,868,224 (adjusted to median)
- Total cost of all other departments/offices - $304,478

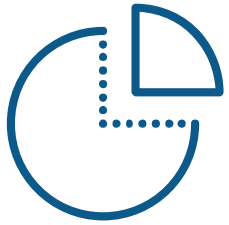
Texas Counties and Districts Retirement System (TCDRS)

1,181 Benefit Payees as of 7/3/2025 - 1056 members, 125 beneficiaries



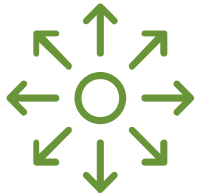
Historical Retiree COLA Recommendations

2025 was 1% increase
2024 was 1% increase
2023 was 2% increase



Historical TCDRS Rate Recommendations

2025 rate was 16.05%
2024 rate was 16.05%
2023 rate was 15.54%



FY26 Recommendations

No retiree COLA
Recommended Rate 15%
1 of 29 counties with a 250% match

Commissioners Court - Regular Session **39.**

Meeting Date: 07/29/2025

Written Notice of FY26 Salary/Supplement to Elected Officials

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary/supplement.

Background

This item requires approval ONLY if action is taken to set the salary or supplement of an elected official. If no action is taken, this item will again be placed on the next agenda (August 5th, 2025).

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	07/23/2025 12:00 PM
Form Started By: Ashlie Holladay		Started On: 07/23/2025 11:42 AM
Final Approval Date: 07/23/2025		

Commissioners Court - Regular Session **40.**

Meeting Date: 07/29/2025

Dark Sky Community

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the City of Liberty Hill being designated an International Dark Sky Community by DarkSky International.

Background

The City of Liberty Hill has been designated by DarkSky International as the first "Dark Sky City" in Williamson, and one of only 22 other Dark Sky Places in Texas, many of which are large parks, including Big Bend National Park. This is a significant milestone for the fast-growing Hill Country city, reflecting a strong community commitment to preserving the natural beauty of the night sky amid ongoing development. The City of Liberty Hill has been able to balance its rapid growth with efforts to preserve its historic charm. The effort to become a Dark Sky Community began in 2020, when concerned citizens formed the Liberty Hill Save Our Stars volunteer group. The group partnered with the City's Planning and Zoning Commission to draft an Outdoor Lighting Ordinance, which was adopted in 2022. The City has initiated lighting retrofits across City Hall, the Stubblefield Building, and public parks and is committed to completing all city retrofits, including streetlights maintained by Pedernales Electric Coop by August 2027. The City launched the "Night Sky Friendly Business" program and is offering support to existing businesses during the transition. Cindy Luongo Cassidy, the Board President of DarkSky Texas, commented that "Liberty Hill's commitment to preserving the night sky is a shining example of what can happen when a community comes together with purpose and passion."

The International Dark Sky Places Program was founded in 2001 and is a non-regulatory and voluntary program encouraging communities, parks, and protected areas to preserve and protect dark sites through effective lighting policies, and public education.

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	07/24/2025 11:03 AM
Form Started By: Kathy Pierce		Started On: 07/24/2025 09:29 AM
Final Approval Date: 07/24/2025		

Commissioners Court - Regular Session **41.**

Meeting Date: 07/29/2025

Foreign Trade Zone application

Submitted For: Russ Boles **Submitted By:** Amalia Puentes-Zuazua, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter regarding the Foreign Trade Zone application of Flextronics America LLC Round Rock Site.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Support Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/23/2025 11:26 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 07/23/2025 10:52 AM
Final Approval Date: 07/23/2025		

July 15, 2025

Elizabeth Whiteman
Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Ave., NW., Room 21013
Washington, DC 20230

RE: Application for FTZ Designation of Flextronics America LLC Round Rock Site

Dear Ms. Whiteman,

I am writing regarding the Foreign Trade Zone of Central Texas, Inc.'s sponsorship of Flextronics America LLC's application to designate its site in Round Rock, Texas.

The Foreign Trade Zone of Central Texas, Inc., grantee of Foreign Trade Zone No. 183, has applied for Foreign Trade Zone designation of Flextronics' Round Rock site. This site is under the jurisdiction of Williamson County and the Williamson County R/FM taxing districts, both of which are governed by Williamson County. Imported inventory and inventory held for export at the site will be exempt from ad valorem tax. We have no objection to Foreign Trade Zone designation at the site located at 2050 Chisholm Trail, Suite 100, Round Rock, TX 78681.

Sincerely,

Hon. Judge Steven Snell
Williamson County Judge

Commissioners Court - Regular Session **42.**

Meeting Date: 07/29/2025

LCRA Grant for swift water rescue equipment

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 request from Emergency Medical Services (EMS) to apply for a grant through the Lower Colorado River Authority (LCRA) for a swift water rescue boat and personal protective gear.

Background

For the past 20 years, Williamson County EMS has been a part of swift water rescue operations within the County. This project would provide a swift water rescue boat dedicated to WCEMS along with additional swift water protective gear. The LCRA grant program allows local governments to apply for grants of up to $50,000 with a 20% match requirement. Adding a swift water rescue boat to WCEMS adds additional resources to the county and surrounding areas in the event of major flooding. It will allow for greater coverage of rescuers, essentially serving as a force multiplier in times of disaster. It will also allow WCEMS to initiate rescue operations alongside other Williamson County First Responders quickly without having to wait for outside resources to be moved into the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

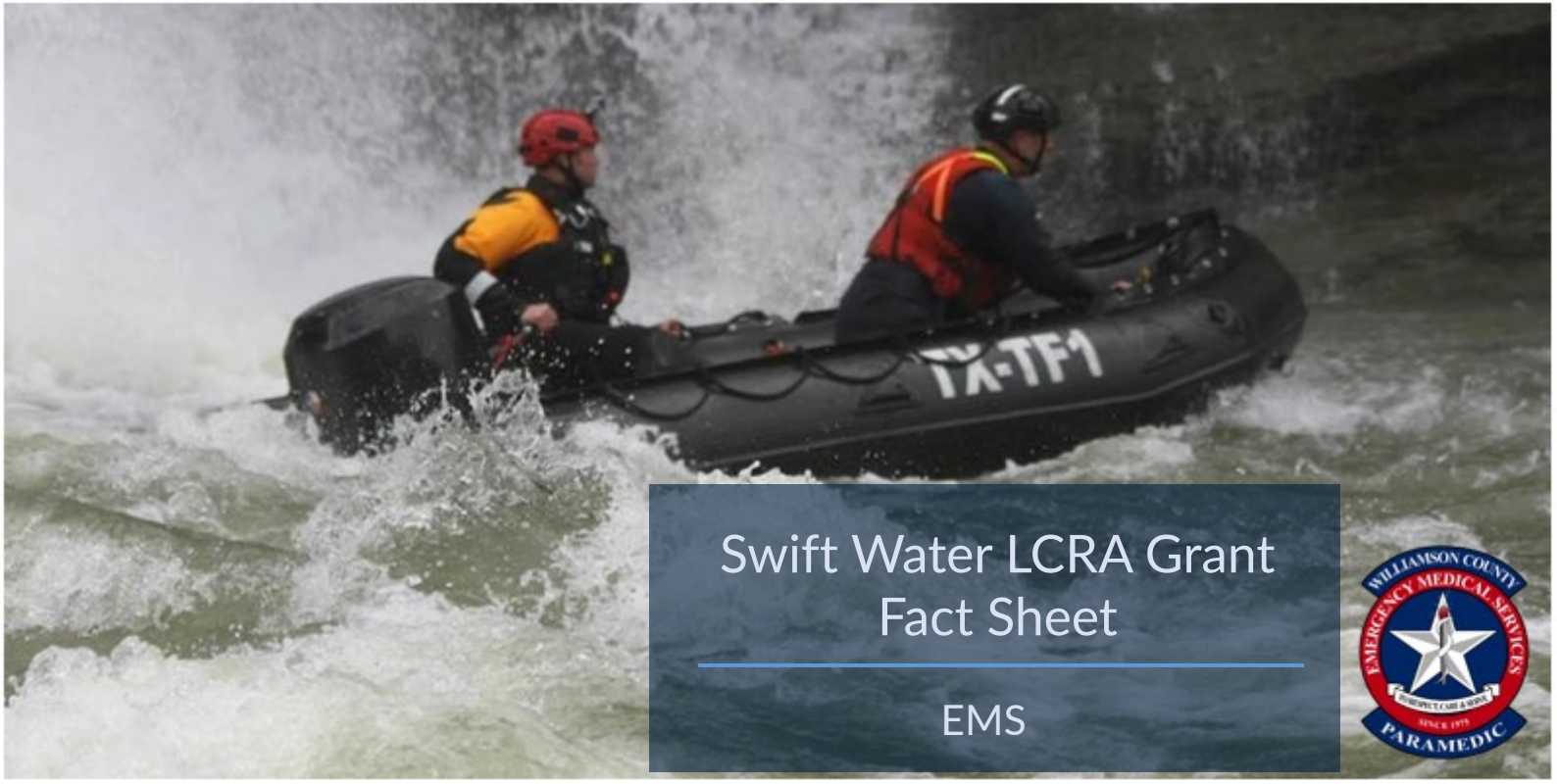
Attachments

LCRA Grant Fact Sheet

LCRA Grant Questionnaire

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:11 AM
Form Started By: John Gonzales		Started On: 07/24/2025 10:38 AM
Final Approval Date: 07/24/2025		



Swift Water LCRA Grant Fact Sheet

EMS

LCRA Grant Request

Grants up to $50k w/ 20% match.
Application due: July 31, 2025
Requested amount: $39,298.64
Match: $7,859.73
Commitment/obligation: Serve the Community.

Ongoing Costs-Annually

Maintenance: $1,500
Insurance: $800 (estimate)
Fuel: $100
Training: $0 (No addt'l funding needed)
Total: $2,400

Abut LCRA Community Grants

LCRA awards up to $50,000 for capital improvement projects that benefit an entire community. Applications are accepted in January and July each year. Applicants requesting more than $5,000 require 20% match.
The grants are intended to help communities grow by supporting new economic opportunities, improving health and safety, and providing better essential services.

Background & Objective

EMS is seeking support for the pursuit of a grant from LCRA for the purchase of a swift water rescue boat and personal protective gear.

EMS currently has 14 team members trained in swift water rescue.

For more details about LCRA grants: Community Grant Program - LCRA - Energy, Water, Community

Grant Title/Project Name:	LCRA Grant- EMS Swift Water Rescue Boat
Department:	EMS
Requestor:	John Gonzales
Contact Email:	john.gonzales@wilcotx.gov
Contact Phone Number:	512-943-1491
Start Date:	7/21/2025
End Date:	7/31/2025
Please select request category:	Asset, $39,298.64
Describe the purpose of the grant in detail to include all requirements.	Twice a year LCRA awards up to $50,000 for capital improvement projects that benefit an entire community. A few of the program areas that are eligible are fire departments, recreation, community planning, education, public safety lifesaving equipment, and an organization or project affected by a disaster. Williamson County EMS intends to apply for grant to purchase a Swift Water Rescue Boat. EMS currently has 14 staff trained in swift water rescue and often assists the Sheriff's office in emergency situations. Having an additional boat within the county would bolster preparedness and provide for quicker response. Requirements of the grant include a 20% match for amounts great than $5,000. The entity/community applying must be within a LCRA service area. The deadline for grant applications is July 31, 2025.
Select the type of grant your department is applying for:	Local
What is the amount of the grant?	$39,298.64
Please provide a breakdown of the total cost above.	ZODIAC FC420 LSRF 21,850.00 TOHATSU 30 HP OB 4,495.00 GALVANIZED TRAILER 3,590.00 STYPLREOPULSION KIT 189.00 TRANSOM SAVER 40 75.00 FUEL TANK, 6 GALLON 165.00 TRAILER TONGUE BOX 595.00 WICNCH BRIDLE 180.00 TIE DOWN STRAPS 75.00 CUSTOM LETTERING 395.00 ANTI FATIGUE MATTING 425.00 COWLING GRAB HANDLE 495.00 TRI-LABOR1 775.00 FREIGHT 685.00 Sub Total 33,989.00 Personal Protective Gear x 5 = 5,309.64 TOTAL: 39,298.64
Is there a match requirement?	Yes
What is the source of the match?	WCEMS will provide the funding from existing funds to cover the County's obligation.
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	$7,859.73
What is the plan to obtain grants/funds for the remaining amount?	EMS will apply for the LCRA grant with the approval of the Commissioner's Court.

List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If yes, how many of these similar positions exist?	

Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	The Sheriff's office has two swift water boats, however during an emergency it is not uncommon to have a need for six or more boats. EMS staff trained in swift water rescue have been supplementing the Sheriff's office and aiding in swift water rescue for the last 20 years.
How is this item request different from any similar assets currently in the County and/or region?	This request would add an additional swift water recuse boat to the County and will be a force multiplier in the event of any water rescue scenario.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Even moderate flooding events can require multiple resources at one time; this swift water rescue boat would provide more coverage within the County and dramatically reduced response time and increase coverage area for rescues.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	EMS currently has 14 staff members trained in swift water rescue.
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	It will be stored under protected cover at the EMS Administration and Training Facility at 3189 S.E. Inner Loop, Georgetown, TX.
What is the useful life of the item?	The inflatable part of the boat is the most vulnerable but should last 4-8 years. The remaining parts of the boat to include motor and trailer have a longer life expectancy of 10+ years.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	Yes
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	Bi-annual maintenance to include oil changes, checks on fluids, propeller, transom, batteries, etc. $750 x 2= $1,500
How will this item be funded when the grant ends?	EMS can apply for another grant with LCRA or consider absorbing into the EMS general fund.
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	The overall budgetary impact is the initial investment of $6,798 and approximately $2,400 in maintenance, fuel and insurance costs.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	EMS has the personal protective gear for swift water rescue and will continue to replace that as needed with funding available.
What is the cost and frequency to maintain/update the additional equipment?	Bi-annual maintenance to include oil changes, tune-ups and batteries $750 x 2= $1,500
What is the impact of this grant application on other internal/county departments?	N/A
If yes, what is the estimate of that license fee?	The boat trailer requires a license
If yes, what is the estimate of insurance coverage?	Awaiting information from Risk Management

Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	20% or $7,859.73
Please identify any known decrease in funding at this time.	N/A
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	While having a swift water recuse boat dedicated to EMS is a new concept, EMS is not new to swift water rescue and has been working alongside the Sheriff's Department for 20 years. Williamson County EMS is taking proactive steps to participate in EMTF deployments. Having this additional capability along with swift water rescue trained providers will allow us to help regionally and even across the State to help any Texans in need. As mentioned previously, this asset is a force multiplier when disaster strikes.
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	3
Version	14.0
Attachments	False
Created	7/21/2025 2:03 PM
Created By	Candi Semple
Modified	7/23/2025 5:54 PM
Modified By	Candi Semple

Commissioners Court - Regular Session **43.**

Meeting Date: 07/29/2025

The Meadows at Chandler 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 a 2nd Amendment to the Standard Agreement with Local Governmental Entities regarding off-duty contracting of County Sheriff's Deputies by and between The Meadows at Chandler Creek Municipal Utility District, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

Background

On September 26, 2023, the Standard Agreement with the Meadows at Chandler 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 to The Meadows at Chandler Creek MUD for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Meadows at Chandler Creek 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:36 PM
Form Started By: Starla Hall		Started On: 07/22/2025 10:36 AM
Final Approval Date: 07/22/2025		

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: The Meadows at Chandler Creek Municipal Utility District

Signature: Walter Berry (Jul 21, 2025 19:32 CDT)

Printed Name: Walter Berry

Title: President, Board of Directors The Meadows at Chandler Creek MUD

Date: 21/07/25 _____, 20 25

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: July 22, 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 ,20 23 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: The Meadows at Chandler Creek Municipal Utility District

Signature: Walter Berry (Sep 18, 2023 08:09 CDT)

Printed Name: Walter Berry

Title Board President The Meadows at Chandler Creek Municipal Utility District

Date: August 16, 20 23

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 10:27 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 #18 Meadows at Chandler Creek MUD Standard Agreement

Final Audit Report 2023-09-26

Created:	2023-09-25
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARkVZudKOrkwv6NvANXtOWTLUw-Ta-F0-

"Item #18 Meadows at Chandler Creek MUD Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:42:51 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:43:48 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:43:50 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:02:03 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:02:26 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 3:02:26 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 3:27:17 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 3:27:30 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 3:27:30 PM GMT

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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: The Meadows at Chandler Creek Municipal Utility District

Signature: _____

Printed Name: Walter Berry

Title: President

Date: 7/16/2024, 20____

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: August 9, 2024

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

COUNTY:

By: Bill Gravell (Aug 22, 2024 11:38 CDT)

Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Aug 22, 2024, 20___

Item #32 Meadows at Chandler Creek MUD Amendment

Final Audit Report 2024-08-22

Created:	2024-08-20
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx7XB8Oy8g7-iJhX-IY1jwfx86zoX0IFV

"Item #32 Meadows at Chandler Creek MUD Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-20 - 9:47:17 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-08-20 - 9:48:02 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-20 - 9:51:38 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-20 - 9:51:58 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-20 - 9:51:58 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-22 - 4:37:58 PM GMT- IP address: 104.47.65.254

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-22 - 4:38:07 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-22 - 4:38:07 PM GMT

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Commissioners Court - Regular Session **44.**

Meeting Date: 07/29/2025

Siena MUD #1 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 Siena Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

Background

On August 8, 2023, the Standard Agreement with Siena MUD #1 was approved and executed on August 9, 2023, 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 to Siena MUD #1 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena MUD #1 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:39 PM
Form Started By: Starla Hall		Started On: 07/22/2025 01:10 PM
Final Approval Date: 07/22/2025		

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 August 9, 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: Siena Municipal Utility District No. 1

Signature: Lawona Andrews

Printed Name: Lawona Andrews

Title: President, Board of Directors

Date: July 16, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: July 22, 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 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 vehicles 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: Siena Municipal Utility District No. 1

Signature: _____

Printed Name: Douglas Kuenstler

Title: President, Board of Directors

Date: July 19, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 31, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENT ENTITY
REGARDING OFF-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 Jr. (Aug 9, 2023 07:43 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Aug 9, 2023, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Siena MUD #1 Standard Agreement

Final Audit Report 2023-08-09

Created:	2023-08-08
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_V4-4TYtfv08VaXIOg_IsV5dhkJ4VY0_

"Siena MUD #1 Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-08-08 - 6:44:35 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-08 - 6:45:15 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-08 - 6:45:20 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-08 - 6:57:10 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-08 - 6:57:25 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-08 - 6:57:25 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-09 - 12:43:03 PM GMT

Signer Bill Gravell (bgravell@wilco.org) entered name at signing as Bill Gravell Jr.
2023-08-09 - 12:43:19 PM GMT

Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2023-08-09 - 12:43:22 PM GMT - Time Source: server

Agreement completed.
2023-08-09 - 12:43:22 PM GMT

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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 August 9, 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: Siena Municipal Utility District No. 1

Signature: _____

Printed Name: John Hobbs

Title: Secretary, Board of Directors

Date: July 17, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 26, 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 #34 Siena MUD#1 Amendment

Final Audit Report 2024-08-09

Created:	2024-08-06
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAknvsyY-Fro73LEaS9j81O84A7DyCS96I

"Item #34 Siena MUD#1 Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-06 - 9:23:12 PM GMT- IP address: 66.76.4.65

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2024-08-06 - 9:23:54 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-06 - 9:25:55 PM GMT- IP address: 66.76.4.65

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2024-08-06 - 10:13:10 PM GMT- IP address: 66.76.4.65

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2024-08-06 - 10:13:10 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-09 - 2:55:54 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-09 - 2:56:04 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-09 - 2:56:04 PM GMT

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Commissioners Court - Regular Session **45.**

Meeting Date: 07/29/2025

Siena MUD #2 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 Siena Municipal Utility District #2, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

Background

On August 8, 2023, the Standard Agreement with Siena MUD #2 was approved and executed on August 9, 2023, 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 Siena MUD #2 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena MUD #2 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 03:46 PM
Form Started By: Starla Hall		Started On: 07/22/2025 02:02 PM
Final Approval Date: 07/22/2025		

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 August 9, 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: Siena Municipal Utility District No. 2

Signature: _____

Printed Name: Toby Thurman

Title: Vice President, Board of Directors

Date: July 16, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: July 22, 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 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 vehicles 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: Siena Municipal Utility District No. 2

Signature: _____

Printed Name: ~~David Anthony Stein~~ Adam Krueger

Title: Vice President, Board of Directors

Date: July 19, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 31, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENT ENTITY
REGARDING OFF-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
Bill Gravell (Aug 9, 2023 07:45 CDT)
Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Aug 9, 2023, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Siena MUD#2 Standard vehicle agreement

Final Audit Report 2023-08-09

Created:	2023-08-08
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEO0EDn1FWKd7mEHbu7SMlXJk58v2gVuF

"Siena MUD#2 Standard vehicle agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-08-08 - 6:50:01 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-08 - 6:50:31 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-08 - 6:50:50 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-08 - 6:57:47 PM GMT

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2023-08-08 - 6:58:02 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-08 - 6:58:02 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-09 - 12:43:00 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-08-09 - 12:45:04 PM GMT - Time Source: server

Agreement completed.
2023-08-09 - 12:45:04 PM GMT

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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 August 9, 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: Siena Municipal Utility District No. 2

Signature: David A. Stein

Printed Name: David Anthony Stein

Title: President, Board of Directors

Date: July 17, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: Michael T. Gleason

Date: July 26, 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 #35 Siena MUD #2 Amendment

Final Audit Report 2024-08-09

Created:	2024-08-06
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN5XFXTynnjLgcNNDaoKaYZhYxUmvjqM1

"Item #35 Siena MUD #2 Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-06 - 9:25:23 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-08-06 - 9:26:02 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-06 - 10:13:14 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 - 10:13:27 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-06 - 10:13:27 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-09 - 2:56:09 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-09 - 2:56:19 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-09 - 2:56:19 PM GMT

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Commissioners Court - Regular Session **46.**

Meeting Date: 07/29/2025

North Austin MUD #1 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 a 2nd Amendment to Standard Agreement with Local Governmental Entity regarding off-duty contracting of County Sheriff Deputies by and between North Austin Municipal Utility District #1, Williamson County Sheriff's Office and Williamson County, Texas relating to a 2nd amendment to the vehicle reimbursement amount.

Background

On August 8, 2023, the Standard Agreement with North Austin Municipal Utility District #1 was approved and executed on August 9, 2023, 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 to North Austin MUD #1 for the vehicle rate increase.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Austin MUD #1 2nd Amendment

Standard Agreement

1st Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/22/2025 04:27 PM
Form Started By: Starla Hall		Started On: 07/22/2025 03:23 PM
Final Approval Date: 07/22/2025		

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 August 9, 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: North Austin Municipal Utility District No. 1

Signature: _____

Printed Name: Don Conklin

Title: President, Board of Directors

Date: July 16, 2025

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: _____

Date: July 22, 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 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 vehicles 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: North Austin Municipal Utility District No. 1

Signature: _____

Printed Name: Don Conklin

Title: President, Board of Directors

Date: July 19, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 31, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENT ENTITY
REGARDING OFF-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 Jr. (Aug 9, 2023 07:43 CDT)

Williamson County Judge or
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Date: Aug 9, 2023, 20____

[1] Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

North Austin MUD #1 Standard Agreement

Final Audit Report 2023-08-09

Created:	2023-08-08
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvpaxyTAuivk4rcDPH7wa5o2dGXnzJdI1

"North Austin MUD #1 Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-08-08 - 6:46:58 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-08-08 - 6:47:38 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-08-08 - 6:47:54 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-08 - 6:57:27 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-08-08 - 6:57:45 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-08-08 - 6:57:45 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-08-09 - 12:43:28 PM GMT

Signer Bill Gravell (bgravell@wilco.org) entered name at signing as Bill Gravell Jr.
2023-08-09 - 12:43:42 PM GMT

Document e-signed by Bill Gravell Jr. (bgravell@wilco.org)
Signature Date: 2023-08-09 - 12:43:45 PM GMT - Time Source: server

Agreement completed.
2023-08-09 - 12:43:45 PM GMT

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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 August 9, 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: North Austin Municipal Utility District No. 1

Signature: _____

Printed Name: Don Conklin

Title: President, Board of Directors

Date: July 17, 2024

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: July 26, 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 #36 North Austin MUD#1 Amendment

Final Audit Report 2024-08-09

Created:	2024-08-06
By:	Starla Hall (starlahall@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyDH1-5hvmCD4PD7RmxgH1D354byyd0BE

"Item #36 North Austin MUD#1 Amendment" History

Document created by Starla Hall (starlahall@wilco.org)
2024-08-06 - 9:27:54 PM GMT- IP address: 66.76.4.65

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2024-08-06 - 9:28:35 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-06 - 10:13:32 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 - 10:13:45 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-06 - 10:13:45 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-09 - 2:56:24 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-09 - 2:56:33 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-09 - 2:56:33 PM GMT

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Commissioners Court - Regular Session **47.**

Meeting Date: 07/29/2025

Approval of the Amendment to increase the total value of Contract #2025111, Service Agreement for Berry, Dunn McNeil & Parker, LLC and Williamson County Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Please approve the amendment to Purchase Contract #2025111 between Williamson County and Berry, Dunn McNeil & Parker, LLC. This amendment increases the contract amount by $3,680.00, bringing the total contract value to $117,140.00. Details of the change and the additional cost are provided in the Change Request Form dated May 5, 2025, attached as Exhibit A-1. This amendment complies with the terms of the Cooperative Purchasing Contract TIPS, 230601.

Background

A request for approval of an amendment to Purchase Contract #2025111 between Williamson County and Berry, Dunn McNeil & Parker, LLC. The amendment increases the contract amount by $3,680.00, resulting in a revised total contract value of $117,140.00. The original contract was approved by the Commissioners Court on February 4, 2025 (Agenda Item #30) for the FY25 RFP Engagement with BerryDunn in support of Asset and Work Order Management System Selection services. This amendment includes the addition of RFI – Vendor Outreach Information Sessions, with details and associated costs outlined in the Change Request Form dated May 5, 2025, attached as Exhibit A-1. The amendment is in accordance with the Cooperative Purchasing Contract TIPS, Contract No. 230601. The funding source is 01.0100.0503.004100. The point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment -Berry Dunn

Original Agreement

1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 08:36 AM
Form Started By: Cheryl Johnson		Started On: 07/10/2025 10:28 AM
Final Approval Date: 07/24/2025		

AMENDMENT TO
WILLIAMSON COUNTY
SERVICE CONTRACT ADDENDUM
WITH
BERRY, DUNN, MCNEIL & PARKER, LLC
(Effective February 12, 2025)

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

THIS AMENDMENT TO THE SERVICES CONTRACT ADDENDUM ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Berry, Dunn, McNeil & Parker, LLC ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective February 12, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to increase the not-to-exceed amount to support physical network segmentation and cover changes to the fiber layout design.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

AMENDMENT

I. Section III. **Consideration and Compensation** of the Contract shall be amended as follows:

Consideration and Compensation: This Amendment will revise the compensation to add $3,680.00 to the original Contract, as set out in the Change Request Form dated May 05, 2025, attached as Exhibit "A-1" hereto and in accordance with the Cooperative Purchasing Contract TIPS 230601. The new not-to-exceed amount for this Contract shall be **One Hundred Seventeen Thousand One Hundred Forty Dollars ($117,140.00)**.

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.

II. Section XXI. **Entire Contract & Incorporated Documents: Conflicting Terms:** of the Contract shall be amended as follows:

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. As described in the Proposal marked **Exhibit "A"**, incorporated by reference;
B. The cooperative purchasing contract TIPS 230601, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and;
D. Change Request Form dated May 05, 2025, attached as Exhibit "A-1".

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

IV. All other terms of the Contract which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Hon. Steven Snell
County Judge

Date: _____, 20____

BERRY, DUNN, MCNEIL & PARKER, LLC:

Kevin Price
Authorized Signature

Kevin Price
Printed Name

Date: July 11 ,2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 11 2025 Time: 11:30 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 11 2025 Time: 9:29 am

Exhibit “A”
Change Request Form dated May 05, 2025

Change Request Form

Enterprise Asset Management (EAM) System Selection Project

Date: May 5, 2025

Change Request #1

1.0 Description of Change:

This change request authorizes BerryDunn to facilitate vendor outreach information sessions.

2.0 Reason for Change:

The contract between Williamson County and Berry, Dunn, McNeil & Parker, LLC included an optional deliverable for the facilitation of vendor outreach information sessions with software vendors in the EAM marketplace. Through the project's first phase, Current State Discovery, County staff decided to move forward with participating in the vendor outreach information sessions. These sessions will educate County staff on the capabilities of modern EAM software vendors and will inform the development of the functional and technical requirements which will be included in the County's request for proposal (RFP) for a new software system.

3.0 Budget:

The cost for the change request is $3,680 which provides for the planning, facilitation, and follow-up for vendor information outreach sessions with up to six vendors (two hours each).

Task/Deliverable	Cost
2.1. Facilitate vendor outreach information sessions.	$3,680
Total	**$3,680**

4.0 Timeframe

This work is anticipated to be performed in June 2025.

County Approval:

Change Request: ☐ **Approved** ☐ **Denied**

Signature (County Representative)	*Date*
Signature (BerryDunn)	July 11, 2025 *Date*

WILLIAMSON COUNTY
SERVICES CONTRACT ADDENDUM

Berry, Dunn McNeil & Parker, LLC
(Cooperative Contract: TIPS 230601)

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

THIS SERVICES CONTRACT ADDENDUM (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 **Berry, Dunn McNeil & Parker, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Proposal,** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable.

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

II.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue for 12 months from effective date. Unless terminated by either party pursuant to paragraph IX below, the contract shall renew automatically for one year with the terms and conditions remaining the same.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount under this Contract is One Hundred Thirteen Thousand, Four Hundred Sixty Dollars ($113,460.00) per year, unless amended by a change order and approved by Williamson County Commissioners Court.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract to the Risk Management Department: coi.submission@wilco.org.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY

WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection

with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

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

XX.

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

XXI.

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

A. As described in the attached Proposal, and being marked **Exhibit "A,"** which incorporates Cooperative Contract: TIPS 230601 and;
B. Insurance certificates evidencing coverages required herein above.

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

XXII.

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

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
Judge Bill Gravell, Jr.
County Judge

Date: _____ ___, 20____

SERVICE PROVIDER:

Berry, Dunn McNeil & Parker, LLC
Name of Service Provider

_____
Authorized Signature

Kevin Price
Printed Name

Date: January 27, 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jan 27 2025 Time: 11:48 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jan 27 2025 Time: 8:38 am

EXHIBIT A

BerryDunn

January 15, 2025

Williamson County
Attn: Minnie Beteille
301 SE Inner Loop, Suite 105
Georgetown, TX 78626

Dear Minnie Beteille:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), we are pleased to submit this letter describing how we might assist Williamson County (the County) with its asset management software selection initiative. We value the County as an existing client and are proud of the work we have accomplished together. We appreciate the opportunity to be considered for this initiative, and we are pleased to share the following information—including firm, representative team members, experience, approach, work plan, and cost details.

Understanding the County's Needs

We understand that the County's Road and Bridge Department, Facilities Management Department, and Park Department currently use Data Transfer Solutions, LLC (DTS) VUEWorks asset management software and that each department is looking to implement a new computerized maintenance management system (CMMS) that will better suit their evolving needs. The County's Technology Services Department has started collecting requirements for a request for proposals (RFP) for a new system. However, the County believes it may be beneficial to work with a consultant who can fully assess each department's needs, develop an RFP, and assist with selecting a new system.

Key Qualifications

As evident in the key points that flow, we have a strong desire to partner with the County; a clear understanding of the work effort required and the County's needs, and extensive experience conducting similar projects in the State and nationally.



Our extensive experience conducting similar scopes of work.

Asset management software needs assessments are a core service of our specialized Community Development and Utility Operations Practice. The County can rely on our team to deliver a proven yet highly customizable project approach that is effective and efficient while being flexible to the County's unique needs and goals. Our team has firsthand experience leading countywide community development departments and asset management functions and regularly consults these departments as they assess current systems and processes, identify opportunities for improvement, and implement recommendations. As a result, we understand the technical aspects of the County's project, as well as the staff and customer considerations.



Our commitment to serving public-sector clients in the State. Our project team is very familiar with the State's public-sector landscape, including through work with Denton County Transit Authority, Ellis County, Galveston County, and Travis County. We have extensive experience successfully completing projects of similar scope and size to the initiative proposed. Below, we list our public-sector clients in the State. This experience supports our ability to respond to the unique elements associated with the County.

- City of Allen
- City of Farmers Branch
- City of New Braunfels
- Ellis County

- City of Amarillo
- City of Arlington
- City of Austin
- City of Benbrook
- City of Burleson
- City of Carrollton
- City of Cedar Hill
- City of Cedar Park
- City of College Station
- City of Dallas
- City of Denton
- City of DeSoto
- City of Duncanville
- City of Ennis
- City of Fate
- City of Fort Worth
- City of Frisco
- City of Galveston
- City of Garland
- City of Georgetown
- City of Grand Prairie
- City of Irving
- City of Katy
- City of Leander
- City of Mansfield
- City of McKinney
- City of Mesquite
- City of Midland
- City of Pearland
- City of Pflugerville
- City of Plano
- City of Richardson
- City of Rowlett
- City of Sugar Land
- City of University Park
- City of Weatherford
- City of West University Place
- City of Wichita Falls
- CommUnity Care
- Denton County Transit Authority
- Galveston County
- North Texas Emergency Communications Center
- Round Rock Independent School District
- Texas A&M University
- Travis County
- University of North Texas Health Science Center at Fort Worth



Our proven project management approach embeds change management methodologies. Our work for the County will be guided by established project management methodologies and best practices as defined by the Project Management Institute® (PMI®) as well as inputs from Agile and Lean principles. Additionally, we know the important role organizational change management plays in implementation processes; therefore, we integrate a disciplined change management approach to our work—from system selection through implementation—using Prosci® and other leading change management methodologies and best practices as a foundation. This integration will help ensure the County's stakeholders have opportunities to provide input, support, and buy-in for all decisions to help increase the likelihood of project success.



Our independent and objective advisory services. Central to our identity is the preservation of our independence and objectivity. Our team has many years of large-scale enterprise business process, system advisory, and implementation experience, but our firm does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors. Further, we do not have any preferred vendors and the County will not find our name listed as partners, affiliates, or sponsors of any vendor, nor does BerryDunn sell hardware or software products. This—along with our BerryDunn Bridge vendor outreach program—allows us to provide unbiased system consulting services and only work in the County's best interests at all times. BerryDunn is not affiliated with any specific vendor, allowing us to provide truly independent advisory services to our clients. In that respect, we recognize the importance of networking and continuous market research to help ensure we are apprised of industry best practices, emerging trends, and updates in the software vendor community.

Firm Overview

BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. A Limited Liability Company formed in 1974 with 69 principals and 36 owners, BerryDunn employs more than 935 staff across 10 offices nationally.

Our Consulting Services Team employs more than 335 staff and has been serving state, local, and quasi-governmental agencies for over 30 years. From extensive project experience for more than 650 state, local, and quasi-governmental agencies, our team brings valuable perspectives to every engagement. Our firm provides a full range of professional services, as listed on the following page, that supports our ability to complete tasks outlined by the County on this initiative.

- **Software Needs Assessments**
- **Software Planning and Procurement**
- **Software Implementation Project Management and Oversight**
- Business Process Improvement, Reviews, and Redesign
- Organizational, Operational, and Staffing Analyses
- Organizational Change Management
- Performance Analyses
- Enterprise and Departmental Strategic Planning
- Leadership and Organization Development
- Comprehensive/Master Planning
- IT Assessments and Strategic Plans
- Project Assessments and Remediation
- Cost of Service and Fee Studies

Figure 1 illustrates the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and planning for success. Our consultants have experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the County serves.

Figure 1: Local Government Practice Group Specialization



BerryDunn's **Community Development and Utility Operations Practice** will serve the County on this initiative. This practice focuses on municipal and county policies, processes, fees, and systems related to planning, zoning, permitting, inspections, development services, code enforcement, land management, work order, and asset management functions. This practice is composed of industry experts with both firsthand and project experience. As American Institute of Certified Planners (AICP)-certified planners, our team understands the importance of sound planning principles, community vision setting, and the need for innovative policies and regulations to carry out planning priorities.

Our **Parks, Recreation, Libraries Practice** will contribute insights and expertise as well. This practice is comprised of former public-sector parks, recreation, and library leaders who regularly provide master and strategic planning, programming and financial analysis, feasibility studies, change management, service quality assessments, and more—offering clients deep expertise built upon decades of experience working in and with

agencies on comparable projects. These team members are actively involved in the National Recreation and Park Association (NRPA) and State-level industry groups.

Relevant Experience

Our proposed project team has vast firsthand experience in working with our municipal clients to assess the asset management software required to carry out facilities, parks, and road and bridge management. As necessary, we have also assisted with related system selection and implementation efforts. Our range of asset management and relevant department-specific system assessment and implementation work is indicated in the relevant engagements in Table 1. This experience will allow our team to understand all facets and functions of the County's current system.

Table 1: Summary of Relevant Public-Sector System Selection Experience

Client	Project Details	Legacy System(s)	Project Dates
City of Beaverton, Oregon	BerryDunn worked with the City to provide land management system needs assessment and system selection consulting, which included a current environment assessment and recommendations report, requirements and RFP development, system selection assistance, and contract negotiation assistance. BerryDunn was later engaged to provide implementation project management services during the City's Infor implementation.	Planning, Permitting and Site Development *(Customized System)*	January 2019 – August 2020 September 2021 – April 2023
City of Boca Raton, Florida	Our team worked with the City to implement a system for land management, planning, permitting, inspections, business licensing, and code enforcement functions, which followed selection activities (requirements definition, RFP development, and procurement assistance).	Planning, Permitting, Code Enforcement, and Business License *(SunGard HTE)*, and Avolve ProjectDox	July 2017 – March 2023
City of Broken Arrow, Oklahoma	The City of Broken Arrow engaged BerryDunn to assist in its selecting replacement systems for Enterprise Resource Planning (ERP), Utility Billing, Planning and Permitting, and Public Safety functions. We helped the City in developing functional and technical requirements, as well as the development of its RFP. Following receipt of proposals, BerryDunn assisted the City in system selection, including the development of proposal summary memos, short-list identification, and demonstration facilitation, followed by contract negotiation assistance. BerryDunn was also chosen by the City to assist with the implementation of selected Planning and Permitting, Asset Management, Utility Billing, ERP, and CAD/RMS systems.	Planning, Permitting, and Code Enforcement *(SunGard HTE)*	July 2019 – August 2022

Client	Project Details	Legacy System(s)	Project Dates
City of Denton, Texas	BerryDunn worked with the City to develop an IT Strategic Plan, which identified a need to replace the City's existing EAM system. The City selected BerryDunn to lead this initiative. We surveyed users and conducted fact-finding work sessions across multiple departments using disparate EAM systems including InforEAM, Cartegraph, CityWorks, IBM Maximo and FasterWeb. We then developed a needs assessment report, developed citywide functional and technical requirements, developed an RFP, and assisted with vendor selection.	Enterprise Asset Management *(InforEAM, Cartegraph, CityWorks, IBM Maximo, FasterWeb)*	February 2022 – Present
City of DeSoto, Texas	BerryDunn conducted an assessment of current software needs and assisted the City with the development of an RFP and selection of a replacement software vendor.	ERP *(STW),* Planning, Permitting, and Code Enforcement *(iWorQ)*	March 2019 – March 2021
City of Farmers Branch, Texas	BerryDunn helped the City define requirements and release an RFP to select an enterprise system replacement, including planning, permitting, and code enforcement as functional areas. Our team also helped the City implement its chosen solution.	Permitting and Code Enforcement *(MyGov)*, and Planning *(SharePoint and Excel)*	October 2017 – October 2023
City of Fredericksburg, Virginia	The City worked with BerryDunn to develop an enterprise RFP to include planning, permitting, inspections, and code enforcement as functional areas. Our team also conducted as-is business process diagramming as part of our selection activities.	Bright and Associates, Inc. (BAI)	January 2017 – May 2017
City of Frisco, Texas	Our team provided electronic plan review (EPR) system consulting, including as-is process diagramming, options analysis, and system selection assistance. BerryDunn is currently providing project management oversight as the City implements Avolve ProjectDox.	Planning and Permitting *(CentralSquare TRAKiT and Hyland OnBase)*	May 2018 – December 2022
City of Irvine, California	BerryDunn is currently assisting the City with a permit software needs assessment, procurement, and implementation project. This project involved conducting a current environment assessment, reviewing previously developed requirements and RFP documents, developing an updated RFP package, and providing system selection assistance. BerryDunn is currently providing implementation project management support.	Planning, Permitting, Code Enforcement, and Business License *(Tyler Eden)*	August 2020 – Present
City of Irvine, California	Our team is currently assisting the City's Department of Public Works and Transportation as it selects a new work order management system. This system will serve multiple divisions, including but not limited to facilities and rehab, fleet services, streets, landscape, traffic operations, neighborhood traffic, and administrative	Work Order Management	May 2023 – Present

Client	Project Details	Legacy System(s)	Project Dates
	services. To date, we have assessed the Department's current and future needs, identified pre-qualified vendors, and developed RFP documents. We are currently assisting with system selection and will provide contract negotiation and award assistance.		
City of Mansfield, Texas	BerryDunn provided the City with support during its community development and enterprise asset management (EAM) system selection process. This involved developing an RFP, assisting with vendor selection, and providing contract negotiation support.	MyGov	November 2021 – October 2023
City of Mesquite, Texas	BerryDunn led a land management and community development system needs assessment and system selection project, which included RFP development, system selection assistance, and contract negotiation assistance.	Planning, Permitting, and Code Enforcement *(Non-Integrated Systems)*	October 2013 – October 2015
City of Philadelphia, Pennsylvania	BerryDunn partnered with the City to help the Philadelphia Parks and Recreation Department (PPR) transition from a work order and asset management system that had been in place for seven years. PPR sought a new system that would better handle the size of its environment, focus on asset-level management, and leverage technological advancements. It desired a cloud-based system that could integrate with GIS systems, handle inventory management, and improve work order management capabilities. We worked with PPR to assess its current state, define its desired future state, develop requirements, analyze the vendor marketplace, and recommend next steps.	Work Order and Asset Management *(Wizard Software's Performo)*	June 2023 – May 2024
City of Plano, Texas	The City first selected BerryDunn to provide business process improvement services to its Building Inspections Department with a goal to increase efficiency, intra-department cooperation, and external transparency during its permitting and service delivery processes. The City then contracted BerryDunn to assist with the selection of a new community development system—including RFP development, vendor selection, contract negotiation assistance, and implementation—and later enlisted BerryDunn to conduct an assessment and gap analysis of the new system. BerryDunn is currently providing implementation project management support.	CentralSquare TRAKiT	September 2021 – Present
City of Scottsdale, Arizona	Our team is currently assisting the City through the implementation of a replacement system to manage planning, permitting, inspections, EPR, and code enforcement functions. We conducted a current	Custom-Developed System	June 2022 – Present

Client	Project Details	Legacy System(s)	Project Dates
	environment assessment, documented current business processes, developed requirements, and developed an RFP.		
City of Tucson, Arizona	To help the City select and implement a new community development system, BerryDunn conducted a needs assessment, developed an action plan, defined requirements, developed the RFP, assisted with system selection activities, and provided contract negotiation assistance.	Planning, Permitting, Code Enforcement, and Business License *(Accela Permits Plus)*	December 2014 – June 2018
City of Wilmington, North Carolina	To assist the City in selecting and implementing an enterprise system, asset management, and work orders as functional areas, BerryDunn conducted a current environment needs assessment, defined requirements, developed an RFP, facilitated selection activities, and guided contract negotiation. Our team assisted with the implementation of the City's chosen system.	Planning, Permitting, and Code Enforcement *(SunGard HTE)*	December 2016 – 2021
City of Woodinville, Washington	The City, on behalf of its Development Services and Public Works Departments, selected BerryDunn to assist with implementing identified improvements; update policies, procedures, and permit review tools; and reconfigure its Accela permit review tracking software.	Accela	July 2023 – Present
City of Vancouver, WA	The City contracted BerryDunn to assess its use of Infor Public Sector with a goal of identifying root causes of process and/or system deficiencies, documenting opportunities for improvement in current business processes, identifying gaps in the current system, and evaluating whether an upgrade and/or replacement was necessary. In-scope departments included community development, public works, and utility billing.	Infor	January 2024 – September 2024
Doña Ana County, New Mexico	BerryDunn worked with the County's Community Development Department to assess its needs with regard to a new land management software for building permit review and inspections, code enforcement, business registration, and land use cases, as well as develop an RFP and assist with vendor selection and contract negotiations.	iWorkQ	June 2021 – January 2023
Kern County, California	BerryDunn is currently working with the County to optimize its building permit processes. Throughout this permit process improvement project, our team has focused on improving the County's use of Accela.	Accela	February 2024 – Present

Client	Project Details	Legacy System(s)	Project Dates
Maui County, Hawaii	The County selected BerryDunn to refine its Department of Parks and Recreation's permitting software needs and requirements and support the acquisition of a new software system. Our work included reviewing a draft RFP, conducting research to understand the Department's needs, finalizing the RFP, and assisting with system selection.	Active.NET	June 2020 – June 2021
New Kent County, Virginia	BerryDunn conducted an ERP needs assessment project that included conducting a current environment assessment and development of functional and technical requirements for a replacement system, including planning, permitting, and code enforcement.	Bright and Associates, Inc. *(BAI)*	June 2013 – February 2017
Pitkin County, Colorado	The County requested the completion of a needs assessment, definition of functional and technical requirements, RFP development, and system selection assistance as part of replacing its permitting system. The County replaced its legacy system with support from BerryDunn.	Planning and Permitting *(Tyler Technologies Eden and BlueBeam)*	December 2017 – June 2020
Thurston County, Washington	BerryDunn is currently conducting a needs assessment of the Thurston County Public Works' (TCPW's) asset management system, VUEWorks. BerryDunn is working with TCPW to explore its current and future asset management processes through document and data review, workshop facilitation, process improvement analysis, and current and future state business process mapping. Our goal is to define functional, non-functional, and technical requirements and to determine the best path forward, assuming the County will need to procure and implement a modern asset management system.	Asset Management *(VUEWorks)*	May 2024 – Present

Representative Project Team Members

At BerryDunn, we believe in the synergy that accompanies a team approach. To that end, we will assemble a highly qualified project team to meet the County's unique needs. The following team members are representative of the qualifications and experience the County can expect of a project team assigned to this project.



Kevin Price, MPP, PMP®, Prosci®

Kevin is a principal in BerryDunn's Local Government Practice Group. He leads our Community Development and Utility Operations Practice, assisting agencies similar to the County with business process improvement, system assessment and selection, and fee study projects. He has led business process improvement, strategic planning, and system selection projects for some of BerryDunn's most complex local government clients, including the City of Boston, Massachusetts; the City of Philadelphia, Pennsylvania; the City of Detroit, Michigan; and the City of Dallas, Texas.

Kevin has extensive experience supporting the full life cycle of community development system selection. He specializes in supporting municipal community development functions as they assess current business processes and software, determine current and future needs, and implement recommendations for improvement or select and implement new systems. He has provided services similar to those requested by the County for Thurston County, Washington; City of Irvine, California; City of Wilmington, North Carolina; and the Cities of Denton and Farmers Branch Texas. He has also helped clients such as the City of Woodinville, Washington, as they work to implement permitting process recommendations.



Austin Nichols, MBA

Austin is a senior consultant specializing in leading software assessment and system replacement projects, both as a consultant and former local government leader. In addition to serving as project manager of the County's ERP system selection project, Austin is currently project manager of electronic planning and permitting system selection projects with the City of Denton, Texas, and City of Arlington, Texas as well as EAM system selection projects with the City of Denton, Texas, and the City of Irvine, California. Austin excels by developing action plans through understanding stakeholder requirements, setting goals with measurable outcomes, managing project risks and issues, and providing transparent communication throughout the life cycle of the effort. He has successfully managed the implementation of large-scale software projects, developed a mobile app to connect citizens to city services, and led a Work Smarter initiative to reduce cost and increase the efficiency of utility and public works departments.



Andrea Brinkley, MPA, PMP®

Andrea is a senior consultant in BerryDunn's Local Government Practice Group. She has 24 years of municipal government experience with prior public-sector titles ranging from capital improvement program director to assistant director of capital projects and assistant director of public works. As such, she has extensive experience in operational and capital improvement budgets, training, project management, analysis of service delivery, operational assessment, and engagement with communities. She has worked with utilities, public works, and finance department teams to formulate project-related costs, conduct forecasting, and assist with programming and planning for debt issuances and new source funding. Both in the public sector and as a consultant, her leadership approach is collaborative and participatory. Andrea has supported BerryDunn's asset-management-related consulting

projects for clients such as the City of Fort Worth, Texas; City of Irvine, California; Thurston County, Washington; and Hawai'i County, Hawai'i.



Joseph Bergeon

Joseph Bergeon is a consultant in BerryDunn's Local Government Practice Group. He regularly supports our Technology Management and Community Development and Utility Operations practices. Joseph brings experience in government and community engagement at the local and federal levels. Joseph focuses on operational management, business process improvement, and analytical review for government institutions in the education, legislative, and community governance fields. He has served in a similar role on projects with the Cities of Arlington and Denton, Texas, and City of Bridgeport, Connecticut.

Proposed Approach

Guiding Methodologies

Project Management

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. Our Consulting Services Team employs project management best practices from PMI®'s Guide to the Project Management Body of Knowledge® (PMBOK® Guide).

Change Management

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of the new systems. BerryDunn has observed resistance to change in virtually all our systems-based engagements, and we will work with the County to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project—from initial planning through go-live—to build understanding of the need for change and gain support from the people who will be using a potential future solution, and who are most familiar with current processes
- Developing and executing a communications plan that considers the information needs of each stakeholder group
- Documenting business processes, and working with stakeholders to understand how their work will be performed in the future environment

We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs).** A central focus of the Prosci change management approach is the belief that, for change to work in an organization, individuals must be willing to change and understand change. Consistent with the Prosci® methodology, the County can expect our change management approach to involve three stages, as described below and on the following page.

1: Preparing for Change	2: Managing Change	3: Reinforcing Change
Developing change management strategies, based on input from the County's stakeholders on the existing environment.	Overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan.	Evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

Work Plan

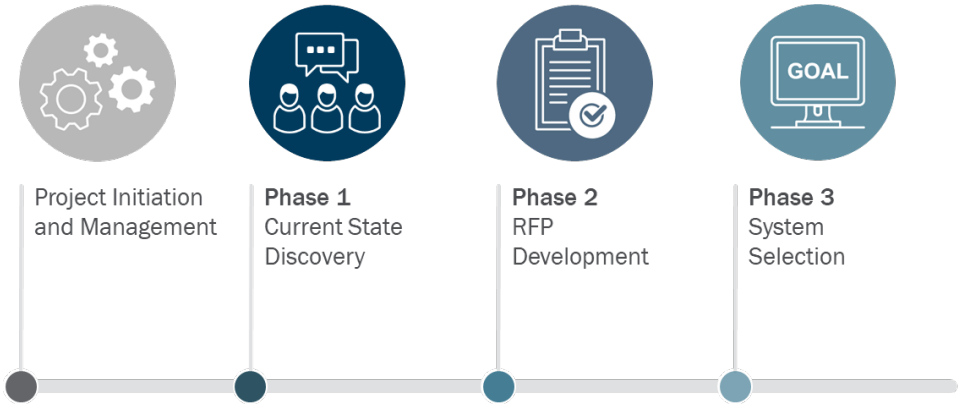
BerryDunn strives to be flexible when developing and executing an effective work plan. We understand that no two projects are exactly alike, and our past clients have appreciated our willingness to adapt to their needs. This mindset plays a foundational role in how we measure the success of our portfolio of similar projects.

You can expect our approach to offer the following key benefits:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate the County review and approval of all deliverables and key milestones
- Built-in project management and change management best practices that focus on keeping the project on time, on budget, and progressing at a healthy pace for County stakeholders to give input in the information-gathering process, understand recommendations, and trust in the plans for moving forward

Figure 2 presents an overview of our work plan, which we detail below and on the following pages.

Figure 2: Project Work Plan Overview



Project Initiation and Management

0.1 Conduct initial project planning and a project kickoff call. We will conduct an initial project planning and project kickoff teleconference with the County's project management team to introduce key team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach to managing communications, scope, risks, and resources. We will also request names and contact information for the appropriate County staff members involved in the project.

Project Initiation and Management

0.2 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning and project kickoff teleconference, we will develop the Project Work Plan and Schedule. In addition to the components gathered from Task 0.1, the Project Work Plan and Schedule will address our approach to providing the services requested by the County, the agreed-upon time frame for each task, and agreed-upon procedures between our project team and the County's related to project control, including quality management and deliverable submission/acceptance management. We will facilitate a virtual work session to review and confirm the Project Work Plan and Schedule with the County's project team before finalizing.

Deliverable 1 – Project Work Plan and Schedule

0.3 Develop Biweekly Project Status Updates. Throughout the project, our project manager, Austin Nichols, will provide Biweekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. We will meet with the County's project manager to review the status updates.

Deliverable 2 – Biweekly Project Status Updates

Phase 1. Current State Discovery

1.1 Develop and issue a web survey. We will develop and distribute a web survey to County staff to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the County's project team to solicit feedback before finalizing. We will use the survey results as one of many data points in developing our evaluation of the current environment.

1.2 Develop and issue an information request. Prior to conducting our work, we will provide the County's project team with an information request sheet to help gather available documentation to support the work effort (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the County's project team provide the documentation prior to the project kickoff presentation and fact-finding meetings, as reviewing this information in advance of our work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of County personnel's time.

1.3 Review the results of the web survey and information request. We will review the results of the web survey and the information request once completed. As mentioned, this preliminary work will help us to establish a foundational understanding of the County's current environment and inform upcoming fact-finding meetings. It will also minimize the time needed to familiarize our team with the County's business processes, thereby limiting the burden on County staff.

1.4 Facilitate an in-person project kickoff presentation. We will prepare for and facilitate an in-person project kickoff presentation with County project stakeholders. This will serve as an opportunity to introduce our project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the County's project sponsor is expected to participate and speak to the goals and objectives of the initiative.

1.5 Facilitate current environment fact-finding meetings. Following the project kickoff presentation, we will conduct in-person fact-finding meetings with appropriate County staff. These meetings may take the form of interviews with staff, process observation, and field ride-alongs. The purpose of these meetings is to review, evaluate, and document the County's existing system functionality and understand processes that are

Phase 1. Current State Discovery

critical or unique to the County. We will also meet with representatives from the County's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs.

1.6 Conduct follow-up to fact-finding meetings. We will conduct follow-up activities virtually as needed to confirm and clarify our understanding of the County's current state. It is our goal to be thorough in this process to help ensure the future state is reflective of and addresses current needs.

1.7 Develop a Current State Analysis Memo. Using the information gathered through our data and documentation request, survey, and fact-finding meetings, we will draft a Current State Analysis Memo that will include a full review of business operations, including the following:

- Current systems use
- Reporting needs
- Identification of supporting systems and tools, e.g., Excel, paper
- Primary challenges
- Opportunities for improvement
- Interfaces
- Data conversion requirements
- Recommended key decision points
- Any additional considerations

1.8 Review the Memo with the County's project team. We will facilitate a virtual work session with the County's project team to review the draft Memo and its contents and solicit feedback before updating it to final form.

Deliverable 3 – Current State Analysis Memo

Phase 2. RFP Development

2.1 OPTIONAL. Facilitate vendor outreach information sessions. Optionally, we will facilitate virtual sessions with up to six vendors to provide the County with information on the capabilities of the systems on the marketplace. Each session will be scheduled for two hours, and we will provide participating vendors with a format to follow for ease of comparison. By holding these sessions, the County will be better informed when finalizing requirements for the future EAM solution. Following the sessions, we will conduct a debrief survey to solicit feedback from County participants regarding desired functionality to be included in the RFP for the future system.

2.2 Develop Preliminary Functional and Technical Requirements. BerryDunn has developed a database of functional and technical requirements based on our experience with other governmental agencies and our knowledge of software system functionality and best practices. By drawing from this database and the information gathered through fact-finding activities, we will make refinements for those processes that are critical or unique to the County.

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and required a specific focus in the selection activities. Our analysis typically results in about 75% of requirements being defined upfront for most of our clients.

Deliverable 4 – Preliminary Functional and Technical Requirements

Phase 2. RFP Development

2.3 Conduct joint requirements planning (JRP) work sessions. We will facilitate JRP work sessions with County stakeholders and our project team members to review the Preliminary Requirements. We will reconvene many of the same stakeholders that met during fact-finding activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item and assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We plan to conduct these virtual work sessions over three days. Following the sessions, we will update the list to final.

Our role in facilitating the JRP work sessions is to contribute our focused knowledge of the vendor marketplace and align the items requested in the list with the goals and objectives of the project. For example, we might comment that functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help recommend requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders.

Deliverable 5 – Final Functional and Technical Requirements

2.4 Meet with the County's purchasing agent. Our team will meet with the County's purchasing agent and/or other procurement representatives to review and confirm the approach to planning for and developing the resulting RFP Document. We will leverage our understanding of the County's procurement program and processes, policies, and templates gained through our work on the County's ERP system selection project. Our team recognizes that each RFP process and software planning project is unique, and the County can expect our team to speak directly to the unique considerations that come along with a large initiative such as the County's.

2.5 Develop an RFP Package. We will develop a draft RFP Package using a proven format that incorporates information pertaining to the project's history, a high-level description of the County's current asset management environment, the desired approach to implementing a new solution, the County's final functional and technical requirements, and a structured list of points for vendors to address in their responses. Our project team will also work with the County to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed. Upon completion, we will coordinate a work session with the County's project team to review the draft RFP Package and collect any feedback or additional terms for inclusion before updating to final. We will provide the final RFP to the County's procurement team for distribution through standard channels. For added guidance in distribution, we will provide a list that includes most of the major vendors in the market.

2.6 Assist with vendor inquiries. Our project team will also assist the County's project team in responding to vendor questions in response to the RFP Document and developing corresponding answers and addenda as needed. We will help to facilitate pre-proposal meetings with vendors as necessary.

Deliverable 6 – RFP Package

Phase 3. System Selection

3.1 Perform an initial completeness review of vendor proposals. We will begin the proposal review process by conducting an initial review of proposals and identifying any items that require immediate clarification.

3.2 Analyze vendor proposals received and develop a Proposal Summary Memo. We will compile proposal responses into a single Proposal Summary Memo. The memo will include a summary of each proposal received and provide a level-of-fit analysis, including a quantitative analysis of each vendor's ability to meet the County's Functional and Technical Requirements. We plan to review up to eight vendor proposals.

Phase 3. System Selection

3.3 Facilitate round one scoring. We will meet with the evaluation team to review the proposal summaries, discuss each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

Deliverable 7 – Proposal Summary Memo and Vendor Short List Identification

3.4 Prepare for vendor demonstrations. We will meet with the County's project team virtually to discuss the format of vendor demonstration scripts. We will then develop a draft demonstration script template and provide it to the County's project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their demonstrations.

3.5 Facilitate vendor demonstrations. One of our project team members will facilitate the in-person demonstrations. We plan to invite up to three vendors, allocating 1.5 days to each vendor. Our project team's extensive background in the demonstration process will provide the County's project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations.

3.6 Facilitate round two scoring. Immediately following the final demonstration, we will participate in the second round of vendor scoring to identify the vendor or vendors on whom the County's project team should perform its reference checks.

3.7 Prepare the County for reference checks and site visits. We will assist the County's project team with identifying tasks that should be accomplished prior to meeting at each site visit. We will also coordinate with the County's project team to discuss the suggested approach for the reference checks.

3.8 Facilitate final scoring. We will participate in the final scoring meeting via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

Deliverable 8 – Preferred Vendor Identification

3.9 Assist with contract negotiations. At the conclusion of final scoring activities, we anticipate supporting the County with the contract negotiations process when and where it will benefit the County most. We have been involved in this process from the client, vendor, and independent consultant perspectives and understand how the associated support needs vary and how the contract impacts the eventual implementation process. In conducting contract approval and negotiation activities, we will draw on these experiences to help ensure the County's best interests are met and project goals and objectives are achieved.

Working collaboratively with the County's project team, legal counsel, and preferred vendor, among other stakeholders, we will take part in various activities, including, but not limited to:

- Developing a draft contract using the County's contracting procedures and the vendor's proposal as starting points
- Reviewing the contract documents with the County's project team to help ensure that requirements are clearly defined and to establish that the County agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions
- Participating during negotiations with the preferred vendor
- Supporting presentation development and delivery to County leadership as it relates to receiving approval and contract execution

Phase 3. System Selection

Should it become clear at any point during contract approval and negotiations that the preferred vendor's solution or contract terms will not meet the needs of the County, we might recommend halting the process with that vendor and commencing efforts with the second-choice vendor.

In recognition of the many variables not yet known related to the contract approval and negotiation timeline and work effort, we plan to commit up to 40 hours, billed as incurred.

Deliverable 9 – Contract Negotiation Assistance

Fees

Table 2 presents a breakdown of our proposed fees by project phase and deliverable. Our proposed fee reflects the level of effort we believe is required to complete the requested scope. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the County with the appropriate number of resources and a level of expertise to complete the tasks defined in the scope of work
- Our plan for a hybrid project delivery
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Our fee proposal assumes that satisfying a deliverable is based on the County's signed acceptance. We will work with the County's project manager to update our deliverables as required until they are accepted by the County. The County will not incur any additional costs associated with the process of reaching deliverable acceptance.

Table 2: BerryDunn's Proposed Fees by Phase and Deliverable

Phase and Deliverable	Fee
Project Initiation and Management	$14,795
Phase 1. Current State Discovery	$36,905
Phase 2. RFP Development	$21,910
Phase 3. System Selection	$39,850
Total	**$113,460**
Optional Tasks	
Task 2.1 Vendor outreach information sessions	*$3,680*
**Estimated Travel Expenses*	*$7,500*

** Travel expenses will be billed only as incurred.*

All work will be conducted in accordance with our agreement with the Texas Interlocal Purchasing System Vendor Agreement, TIPS RFP 230601 Consulting and Other Related Services. The following table shows our planned project roles, estimated hours by role, and proposed costs to indicate alignment within the TIPS rates.

Table 3. Project Roles and Allocations

Project Role	Estimated Hours	Proposed Rate	TIPS Rate
Project Principal	38	$475	$485
Project Manager	115	$280	$286
Lead Business Analyst	134	$250	$252
Business Analyst	159	$210	$213

Additionally, we will submit invoices in accordance with the County's Vendor Reimbursement Policy (dated March 29, 2023).

In Closing

If you have any questions regarding the services we can provide or wish to discuss your goals and objectives with us in more detail, please feel free to contact us directly. We look forward to learning how we can help the County achieve its goals and objectives for this important initiative.

Sincerely,



Kevin Price, MPP, PMP®, Prosci® CCP | Principal
2211 Congress Street, Portland, ME 04102
207.541.2379 | kprice@berrydunn.com

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:
2025-1335521

Date Filed:
07/11/2025

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.

Berry Dunn McNeil & Parker, LLC
Portland, ME United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025111
Asset Management Software Selection Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berry, Dunn, McNeil & Parker LLC	Portland, ME United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Docusign Envelope ID: EBE841A4-701D-4D87-BC84-BB5DC5D0E0E3

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Williamson County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2025111
Asset Management Software Selection Consulting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Berry, Dunn, McNeil & Parker LLC	Portland, ME United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

[redacted], and my date of birth is [redacted]8.

[redacted] (street) [redacted] (city) [redacted]E (state), [redacted]2 (zip code), [redacted]A (country).

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

[redacted] State of [redacted]e, on the 11th day of July (month), 2025 (year).

Signed by:
[redacted]
45AEDD93D6F84A6...
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **48.**

Meeting Date: 07/29/2025

Approval of Service Agreement #2025306 with Netsync Network Solutions, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take action approving the Service Agreement #2025306 between Williamson County and NetSync Network Solutions Inc. for Information Systems, in the amount of $297,191.13, for a four-year Software as a Service (SaaS) for a cloud-hosted WebEx Contact Center solution, utilizing DIR Cooperative Contract #DIR-CPO-5347, and authorizing the execution of the Agreement.

Background

Williamson County Information Systems entered into a four-year Software as a Service (SaaS) agreement with Netsynce Network Solutions, Inc., for the provision of Cisco's Webex Contact Center. This cloud-hosted platform will enhance the County's ability to manage and operate call center services more efficiently, improve support operations, and provide a scalable, modern communication system for various departments. This agreement includes the addition of 70 new licenses, which will initially be assigned to the Tax Office, Justice of the Peace Precincts 1-4, and the Animal Shelter. By committing to a four-year term, the County secures a more favorable pricing structure over the life of the contract. The funding source is 01.0100.0503.005741 for FY25. The department's point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement and Quote Redacted

1295 Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:17 AM
Form Started By: Sandra Malcolm		Started On: 07/18/2025 04:07 PM
Final Approval Date: 07/24/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
NETSYNC NETWORK SOLUTIONS, INC.
[redacted]

The underlying Software as a Service (SaaS) Agreement and its Amendments (if any) (Collectively the "Agreement") regarding Quote No. AAAQ465381-04 between **Netsync Network Solutions, Inc.** ("Netsync") and **Williamson County, Texas** ("Customer") 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. Cooperative Contract No. DIR-CPO-5347 (incorporated by reference)
    C. Netsync's Software as a Service (SaaS) Agreement and
    D. Netsync's Quote [redacted]

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

3. **No Indemnification by Subscriber.** Netsync acknowledges and agrees that under the Constitution and the laws of the State of Texas, Subscriber cannot enter into an agreement whereby Subscriber agrees to indemnify or hold harmless any other party, including but not limited to Netsync; therefore, all references of any in this Agreement to Subscriber

indemnifying, holding or saving harmless any other party, including but not limited to Netsync, 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 Subscriber, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Subscriber 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.** Netsync agrees that Subscriber 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 Netsync which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Netsync agrees that Subscriber shall have access during normal working hours to all necessary Netsync facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Subscriber shall give Netsync reasonable advance notice of intended audits.

7. **Non-Appropriation and Fiscal Funding.** The obligations of Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber for which Subscriber 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 Subscriber's fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to Netsync at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year. For purposes of this Agreement, the Subscriber 's fiscal year shall be October 1st to September 30th.

8. **Payment, Interest and Late Payments.** Subscriber'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 Subscriber 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 Subscriber 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 Subscriber'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 Netsync, Subscriber shall notify Netsync of the error not later than the twenty first (21st) day after the date Subscriber receives the invoice. If the error is resolved in favor of Netsync, Netsync shall be entitled to receive interest on the unpaid balance of the invoice submitted by Netsync beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Subscriber, Netsync 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 Subscriber, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Subscriber shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Subscriber. 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. Netsync shall furnish Subscriber with a certification of coverage issued by the insurer. Netsync shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Netsync shall also notify Subscriber, 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.** Subscriber 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 Subscriber. 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 Subscriber, 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 Subscriber as to whether or not the same are available to the public. It is further understood that Subscriber's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Subscriber, 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 Subscriber 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.

Netsync Network Solutions, Inc.

By: Sonia Romo

Printed Name: Sonia Romo

Title: Contracts and Legal Administrator

Date: 07 / 17 / 2025 ____, 20____

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 18 2025 Time: 3:24 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2025 Time: 7:38 am

NETSYNC

Software as a Service (SaaS) Agreement

This **Software as a Service (SaaS) Agreement** ("Agreement") is between Netsync Network Solutions ("Netsync") and Williamson County ("Customer") in order for Netsync to facilitate the use of Software as a Service ("Services") by Customer. By signing (Electronically or Manually) this Agreement or an Order for the Services, or by using the Services, Customer accepts this Agreement.

Scope of Agreement.

This Agreement governs Customer access to and use of the Services. Netsync agrees to facilitate the Services for the Term specified in an Order.

Order(s).

Order(s) are incorporated into this Agreement by this reference. An Order is effective when Customer signs or accept Services (whichever happens first). Order acceptance may be subject to Netsync's credit approval process. Customer may need to provide additional information to register for and/or use certain Services. Customer warrants that the information provided during the registration process is accurate.

Changes to Services.

The Services may be enhanced and/or changed, and the features of the Services may change as long as enhancements and/or changes do not materially reduce the core functionality of the Services. Netsync also may offer additional optional features and/or functionalities in addition to the "standard" Services at an additional cost.

Fees and Payment for the Services.

a. **Payment Terms.** The fees for the Services are described in the Order. The fees may also include additional overage amounts or per use charges, which will be described in the Order, and Customer agrees to pay these amounts or charges if Customer incurs them. Customer will pay invoices for the Services within 30 days of the invoice date unless the Order specifically states otherwise.

b. **Late Payment.** If Customer is late in paying an invoice, any sum not paid by Customer when due shall bear interest from the due date until paid at the lesser of: (i) 10 percent per annum or (ii) the maximum rate permitted by law. In addition, if Customer is more than 60 days late in paying an invoice, Netsync may suspend the Services with an advance written notice.

c. **Fee Disputes.** Customer may withhold amounts that Customer reasonably and in good faith disputes as to the amounts owed. Customer will pay any undisputed fees. If Customer withholds any payment due to a dispute, Customer must notify Netsync in writing of any disputed fees within 15 days of the invoice date and provide Netsync with written details about why Customer disputes the invoice. After Netsync receives notice of the dispute, Netsync will work with Customer in good faith to resolve the dispute.

d. **Taxes.** Customer shall pay all sales, value added, general standard, and similar taxes; levies; duty; or charges imposed by any governmental authority, related to or arising from the use of the Services. Netsync reserves the right to gross up the price for the Services in any invoice, if a withholding prevents Netsync from receiving the amount specified in such invoice.

Term and Termination.

a. **Term and Termination of Orders.** The "Initial Term" of an Order starts on the date the Services are available for use by Customer and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law or the Order states otherwise, there will be an automatic "Renewal Term" of the same length of time unless Customer notifies Netsync in writing that Customer does not want to renew the Services at least 60 days before the end of the Initial Term or then current Renewal Term. If the fees will change for the Renewal Term, Netsync will notify Customer reasonably in advance of the Renewal Term, and in time for Customer to accept or reject renewing the Services. If Customer agrees with the fee changes, Customer may do nothing and the new fees will apply for the upcoming Renewal Term. Either party may terminate an Order by providing the other party written notice of termination at least 60 days before the end of such Initial Term or Renewal Term. The termination will be effective on the last day of the Initial Term or Renewal Term in effect, and Customer will pay for the Services until the end of current Initial Term or Renewal Term, regardless of when Customer provided notice.

b. **Term and Termination of Agreement.** This Agreement starts on the date Customer signs its first Order. Either party may terminate this Agreement upon 60 days' prior written notice to the other party, with or without cause, effective when all Customer's Orders expire or are terminated. Each party may terminate this Agreement and any impacted Orders by giving written notice to the other party if the other party materially breaches this Agreement and does not cure that breach within 60 days after receiving written notice of the breach.

Accepted by:

	Sonia Romo
Customer Contact Signature	Netsync Contact Signature
	Sonia Romo
Printed Name	Printed Name
	Contracts and Legal
Title	Title Administrator
Williamson County	Netsync Network Solutions
Company Name	Company Name
	07 / 17 / 2025
Date	Date

Order

Term Date

The Initial Term of this Agreement shall be from 08/06/2025 ("Start Date") and continue through 06/12/2029 ("End Date"). Customer's obligations shall include, but not be limited to, complete payment for all Services outlined in this Order.

Fees and Payment for the Services

Order Schedule

Part	Description	Duration (Monthly)	Qty.	Unit Price	Total
Main Site					
Webex Contact Center					
A-FLEX-3-CC	Flex 3.0 for Contact Center	48	1	00.00	00.00
A-FLEX-WCALL-ENT	Webex Calling Entitlement	48	1	00.00	00.00
A-FLEX-P-C-AGT-ENT	Webex Contact Center Concurrent Premium Agent Entitlement	48	13	00.00	00.00
A-FLEX-WCC-P-C	Webex Contact Center Premium Concurrent Agent Unit Price: 84.77 Each per Month Duration: 3 Years, Billing Frequency: Yearly	48	13	3,919.90	50,949.47
A-FLEX-WCC-S-C	Webex Contact Center Standard Concurrent Agent Unit Price: 57.34 Each per Month Duration: 3 Years, Billing Frequency: Yearly	48	76	2,651.01	201,476.76
A-FLEX-S-C-AGT-ENT	Webex Contact Center Concurrent Standard Agent Entitlement	48	76	00.00	00.00
A-FLEX-P-CC	On Prem to Webex Contact Center - Premises Ent	48	1	00.00	00.00
A-FLEX-DC-C-ENT	Digital Channels- Cloud Entitlement	48	1	00.00	00.00
A-FLEX-CJIVR-ENT	WxCC Additional Cisco IVR Ports Entitlement	48	1	00.00	00.00
A-FLEX-AI-AGT	Webex AI Agent Unit Price: 57.30 Each per Month Duration: 3 Years, Billing Frequency: Yearly	48	3	2,649.16	7,947.48
A-FLEX-AI-AGT-ENT	Webex AI Agent Entitlement	48	3	00.00	00.00
SVS-CSS-SUPT-SSPT	Solution Support for Collaboration Unit Price: 796.34 Each per Month Duration: 3 Years, Billing Frequency: Yearly	48	1	36,817.42	36,817.42
				Total:	297,191.13

Additional Overage Amounts, True-Ups, or per Use Charges

Part	Description	Duration (Monthly)	Qty.	Total
Main Site				
Billing Terms: (Based On Usage) Contract: 4.00 Years				
Webex Contact Center				
A-CHAN-U-MMS-LCCAO	MMS Channel- Canada Long Code MO – Usage 0.0101 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-10DLC	MMS Channel - US 10DLC MT Usage from 0 to 500,000 0.0236 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-10DLC	MMS Channel - US 10DLC MT Usage from 500,000 to 999,999 0.0202 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-VOICE-U-INTL	Voice Channel- International Messaging Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-FLEX-WCC-P-C-O	Webex Contact Center Premium Concurrent Agent Overage 191.01 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-SC-CA	MMS Channel- Canada Short Code MT – Usage 0.0573 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-US	United States Short Code MT Usage (SMS) from 0 to 1,000,000 0.0076 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-US	United States Short Code MT Usage (SMS) from 1,000,000 to 5,000,000 0.0066 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-US	United States Short Code MT Usage (SMS) over 5,000,000 0.0047 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-LC-CA	MMS Channel- Canada Long Code MT – Usage 0.0640 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-SMS-SCV-NUM	United States Short Code Vanity Number (SMS/MMS) 1,123.60 Each	48	TBD	Based On Usage

	per Month Duration: 4 Years, Billing Frequency: Monthly			
A-CHAN-U-RCS-CAN	RCS Channel - Canada Usage RCS Basic Message 0.0197 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-RCS-CAN	RCS Channel - Canada Usage RCS Single Message 0.0196 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRUS-OB	Voice Channel- US Flat Rate Calls, Outbound From 0 to 1,000,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRUS-OB	Voice Channel- US Flat Rate Calls, Outbound From 1,000,000 to 5,000,000 0.0101 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRUS-OB	Voice Channel- US Flat Rate Calls, Outbound Over 5,000,000 0.0084 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-FLEX-WCC-S-C-O	Webex Contact Center Standard Concurrent Agent Overage 129.21 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-FLEX-RS-GB-O	Additional Recording Storage - Gb Overage 0.0449 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-LCHAT-WC	Live Chat / Web Chat Channel Usage from 0 to 10,000 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-LCHAT-WC	Live Chat / Web Chat Channel Usage over 10,000 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-RCS-USA	RCS Channel - USA Usage - RCS Basic Message 0.0090 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-RCS-USA	RCS Channel - USA Usage - RCS Single Message 0.0121 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-CHAN-V-10DLC-US	Voice Channel - United States Standard 10 digit Voice Number 1.69 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-EMAIL	Email Channel- Usage from 0 to 1,000,000 0.010 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-EMAIL	Email Channel- Usage from 1,000,000 to 5,000,000 0.0009 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-EMAIL	Email Channel- Usage over 5,000,000 0.0007 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-MMS-CARRIER	MMS Channel- US Carrier Surcharge - AT&T -10 DLC MT 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-MMS-CARRIER	MMS Channel- US Carrier Surcharge - AT&T-Short Code MT 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-MMS-CARRIER	MMS Channel- US Carrier Surcharge - AT&T-Toll Free MT 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-MMS-CARRIER	MMS Channel- US Carrier Surcharge - Sprint-Short Code MT 0.0281 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-MMS-CARRIER	MMS Channel- US Carrier Surcharge - T-Mobile 10DLC MO 0.0112 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-MMS-CARRIER	MMS Channel- US Carrier Surcharge - T-Mobile-Short Code MT 0.0112 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-MMS-CARRIER	MMS Channel- US Carrier Surcharge - Verizon-Short Code MT 0.0073 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRCA-OB	Voice Channel- Canada Flat Rate Calls, Outbound from 0 to 1,000,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-CHAN-U-V-FRCA-OB	Voice Channel- Canada Flat Rate Calls, Outbound from 1,000,000 to 5,000,000 0.0107 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRCA-OB	Voice Channel- Canada Flat Rate Calls, Outbound over 5,000,000 0.0090 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-INTL-NUM-PROV	International number provisioning fee Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-SMS-SCC-NUM	Canada Short Code Number (SMS) 303.37 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-10DLC	SMS Channel- US 10DLC MT Usage from 0 to 1,000,000 0.0082 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-10DLC	SMS Channel- US 10DLC MT Usage from 1,000,000 to 5,000,000 0.0076 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-10DLC	SMS Channel- US 10DLC MT Usage over 5,000,000 0.0057 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SCCAO	SMS Channel- Canada Short Code MO Usage 0.0173 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-RCS-UK	RCS Channel - UK Usage - RCS Basic Message 0.0665 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-RCS-UK	RCS Channel - UK Usage - RCS Single Message 0.1130 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-FB-MSGR	Facebook Messenger Channel Usage from 0 to 1,000 0.0258 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-FB-MSGR	Facebook Messenger Channel Usage over 1,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-CHAN-U-INSTAGRAM	Instagram Usage Monthly Active User from 0 to 1,000 0.0258 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-INSTAGRAM	Instagram Usage Monthly Active User over 1,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRCA-IB	Voice Channel- Canada Flat Rate Calls, Inbound from 0 to 1,000,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRCA-IB	Voice Channel- Canada Flat Rate Calls, Inbound from 1,000,000 to 5,0000 0.0107 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRCA-IB	Voice Channel- Canada Flat Rate Calls, Inbound over 5,000,000 0.0090 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-WHATSAPP-IB	WhatsApp Channel- Inbound Messaging Usage Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-APPLE-BC	Apple Business Chat Channel Usage from 0 to 1,000 0.0258 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-APPLE-BC	Apple Business Chat Channel Usage over 1,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SC-CAN-PROV-FEE	Canada Short Code Provisioning 4,174.16 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-SCCAO	MMS Channel- Canada Short Code MO – Usage 0.0281 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-CA	SMS Channel- Canada Short Code MT Usage from 0 to 1,000,000 0.0204 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-CA	SMS Channel- Canada Short Code MT Usage from 1,000,000 to 5,000,000 0.0170 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-CHAN-U-SMS-SC-CA	SMS Channel- Canada Short Code MT Usage over 5,000,000 0.0149 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-SC-PROV	SMS United States Short Code Provisioning Fee 2,808.99 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-UK	SMS Channel- UK Short Code MT Usage from 0 to 1,000,000 0.0611 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-UK	SMS Channel- UK Short Code MT Usage from 1,000,000 to 5,000,000 0.0584 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-SC-UK	SMS Channel- UK Short Code MT Usage over 5,000,000 0.0563 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-TF-US	SMS Channel- US Toll-Free Number MT & MO Usage from 0 to 1,000,000 0.0102 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-TF-US	SMS Channel- US Toll-Free Number MT & MO Usage from 1,000,000 to 5,000,000 0.0091 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-TF-US	SMS Channel- US Toll-Free Number MT & MO Usage over 5,000,000 0.0084 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-TTS-STD	Voice Channel- Txt-to-Speech (TTS) Standard Voice 35.96 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-WHATSAPP-OB	WhatsApp Channel- Outbound Messaging Usage 0.0067 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-PROV-FEE	RCS Bot Provisioning 3,539.33 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-GBM	Google Business Messages Channel Usage Monthly Active User from 0 to 1,000 0.0258 Each per Month	48	TBD	Based On Usage

	Duration: 4 Years, Billing Frequency: Monthly			
A-CHAN-U-GBM	Google Business Messages Channel Usage Monthly Active User over 1,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-TTS-NEU	Voice Channel- Txt-to-Speech (TTS) Neural Voice 35.96 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-SMS-10DLC-N	United States 10 Digit Long Code Number (SMS) 1.12 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-SMS-INTL	SMS Channel- International MT Usage Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-V-PORTS	Voice Channel- Ports 16.85 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-WXCN-PRM-AUTOINT	Webex Connect Premium Uncommitted Interaction 0.07 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRUS-IB	Voice Channel- US Flat Rate Calls, Inbound from 0 to 1,000,000 0.01 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRUS-IB	Voice Channel- US Flat Rate Calls, Inbound from 1,000,000 to 5,000,000 0.01 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-FRUS-IB	Voice Channel- US Flat Rate Calls, Inbound over 5,000,000 0.01 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-FLEX-C-IVR-O	Webex Contact Center Addl IVR Ports Overage 78.65 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-V-TF-CA	Channel- Voice Canada Toll-Free number 3.08 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-TF-CA	MMS Channel- Canada Toll Free MT – Usage 0.04 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-CHAN-U-INAPP-P	Push / In-App Channel- Usage from 0 to 10,000 0.03 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-INAPP-P	Push / In-App Channel- Usage over 10,000 0.01 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-SC	MMS Channel- US Short Code MT Usage from 0 to 500,000 0.03 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-SC	MMS Channel- US Short Code MT Usage over 500,000 0.02 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-TFCAO	MMS Channel- Canada Toll Free MO – Usage 0.01 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-CARRIER	RCS Carrier Fee - AT&T - RCS Basic Message 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-CARRIER	RCS Carrier Fee - AT&T - RCS Single Message 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-CARRIER	RCS Carrier Fee - T-Mobile - RCS Basic Message 0.0051 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-CARRIER	RCS Carrier Fee - T-Mobile - RCS Single Message 0.0281 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-CARRIER	RCS Carrier Fee - US Cellular - RCS Basic Message 0.0039 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-CARRIER	RCS Carrier Fee - US Cellular - RCS Single Message 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-RCS-CARRIER	RCS Carrier Fee - Verizon - RCS Basic Message 0.0045 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-RCS-CARRIER	RCS Carrier Fee - Verizon - RCS Single Message 0.0067 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-V-10DLC-CA	Channel- Voice Canada Standard 10-digit Voice Number 1.54 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-SMS-TF-NUM	United States/Canada Toll Free Number (SMS/VOICE) 3.15 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-SMS-SCR-NUM	United States Short Code Random Number (SMS/MMS) 561.80 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-WHATSAPP-PROV	Digital Channel WhatsApp provisioning fee 1,348.31 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-10DLC-CMPN	10DLC Campaign Fee - Charged by the Campaign Registry 11.24 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-TF	MMS Channel- US Toll Free Usage from 0 to 500,000 0.03 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-MMS-TF	MMS Channel- US Toll Free Usage over 500,000 0.02 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-WHATSAPP-FEE	WhatsApp Message Fees *See Rate Table Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-STT	Voice Channel - Speech-to-Text 0.0202 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-TFCA-IB	Voice Channel- Canada Toll-Free Calls, Inbound from 0 to 1,000,000 0.0303 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-V-TFCA-IB	Voice Channel- Canada Toll-Free Calls, Inbound from 1,000,000 to 5,000,000 0.0270 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-CHAN-U-V-TFCA-IB	Voice Channel- Canada Toll-Free Calls, Inbound over 5,000,000 0.0236 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-TWITTER	Twitter DM Channel Usage from 0 to 1,000 0.0258 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-TWITTER	Twitter DM Channel Usage over 1,000 0.0135 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-TF-PROV	United States/Canada Toll Free Provisioning Fee (SMS/VOICE) 56.18 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-BPUSH	Browser Push Channel Usage from 0 to 10,000 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-CHAN-U-BPUSH	Browser Push Channel Usage over 10,000 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - AT&T-10DLC MT 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - AT&T-Short Code MT 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - AT&T-Toll Free MT 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - Sprint-10DLC MT & MO 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - Sprint-Short Code MT & MO 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - Sprint-Toll Free MT & MO 0.0028 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - T-Mobile-10DLC MT & MO 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - T-Mobile-Short Code MT & MO 0.0028 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - T-Mobile-Toll Free MT & MO 0.0034 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - US Cellular-10DLC MT 0.0056 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - US Cellular-Short Code MT 0.0039 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - US Cellular-Toll Free MT 0.0028 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - Verizon-10DLC MT 0.0045 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - Verizon-Short Code MT 0.0045 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-SMS-CARRIER	SMS Channel- US Carrier Surcharge - Verizon-Toll Free MT 0.0045 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage
A-FLEX-AI-AGT-O	Webex AI Agent Overage 129.21 Each per Month Duration: 4 Years, Billing Frequency: Monthly	48	TBD	Based On Usage

Uncommitted US SMS 10LC Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=9BA4806693D1CD6321E6EF0F0CC9D704&plid_cur=GLUS_USD&name=Uncommitted_US_SMS_10LC_Rates#US

Uncommitted US SMS TF Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=9CEEA3A0710B2487399798AB26CBD8C8&plid_cur=GLUS_USD&name=Uncommitted_US_SMS_TF_Rates#US

Uncommitted UK RCS Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=E428966E34D8045533E08F7B4803D34F&plid_cur=GLUS_USD&name=Uncommitted_UK_RCS_Rates

SMS Carrier Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=3A59562FAEC1F8D102E5E885BAB753D0&plid_cur=GLUS_USD&name=SMS_Carrier_Rates#US

Uncommitted US SMS SC Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=88E70C9AAAD09F4C213A68DD82C9579E&plid_cur=GLUS_USD&name=Uncommitted_US_SMS_SC_Rates

Uncommitted Canada SMS SC Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=E3C73FA273EE899883B937B4AEB8A353&plid_cur=GLUS_USD&name=Uncommitted_Canada_SMS_SC_Rates#US

Uncommitted Canada RCS Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=BB6FE15953095B806036D7347A16DB64&plid_cur=GLUS_USD&name=Uncommitted_Canada_RCS_Rates

Uncommitted Voice TF IB Call CAN Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=20C23A48C392F9CEAE2CDEEF58E7C4C3&plid_cur=GLUS_USD&name=Uncommitted_Voice_TF_IB_Call_CAN_Rates

Uncommitted UK SMS SC Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=A9A2FACD77C761B235D6D19089F73C3F&plid_cur=GLUS_USD&name=Uncommitted_UK_SMS_SC_Rates#US

Uncommitted Voice International Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=9AFE298A97EA6CD5A068D435A995C4F1&plid_cur=GLUS_USD&name=Uncommitted_Voice_International_Rates

Uncommitted SMS International Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=BF7CC1EB00461729DED31B9C286BC19A&plid_cur=GLUS_USD&name=Uncommitted_SMS_International_Rates#US

Uncommitted US MMS 10DLC Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=B42B154FDC58A78460EE2DB84F5C8CCB&plid_cur=GLUS_USD&name=Uncommitted_US_MMS_10DLC_Rates

Uncommitted US MMS SC Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=F4114718CB40E6C8212DC5BA2067C61B&plid_cur=GLUS_USD&name=Uncommitted_US_MMS_SC_Rates#US

Uncommitted US MMS TF Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=6965A8BB12F9FF72EF4ACFB3C27BFD9B&plid_cur=GLUS_USD&name=Uncommitted_US_MMS_TF_Rates#US

Uncommitted USA RCS Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=753795DDDB5BDA080BE5EA841F0615BB&plid_cur=GLUS_USD&name=Uncommitted_USA_RCS_Rates

MMS Carrier Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=D8878BC4085DCF362CEF508A9E66F22C&plid_cur=GLUS_USD&name=MMS_Carrier_Rates#US

Uncommitted US RCS Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=8E29321C96146D9C7C3A94A0D2B91D85&plid_cur=GLUS_USD&name=Uncommitted_US_RCS_Rates#US

RCS Carrier Fee Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=12643B70914D86E9BD61FE68AED3B2C2&plid_cur=GLUS_USD&name=RCS_Carrier_Fee#US

WhatsApp Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=6C6FA2DD2B042FA8D39D6BEF33B9E6ED&plid_cur=GLUS_USD&name=WhatsApp_Rates#US

Uncommitted Facebook Messenger Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=59F16847CED2D011936C4AD691B003CF&plid_cur=GLUS_USD&name=Uncommitted_FB_Messenger_Rates#US

Instagram Channel Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=BC082F0CA4062BF7D89203C3174A0DEF&plid_cur=GLUS_USD&name=Instagram_Usage_Monthly_Active_User#US

Uncommitted Twitter Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=98F86EA4277F46E63ADF5C1703FECD92&plid_cur=GLUS_USD&name=Uncommitted_Twitter_Rates#US

Uncommitted Voice FR IB Call CAN Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=5AC918C0583630ACA34EC8335503E54C&plid_cur=GLUS_USD&name=Uncommitted_Voice_FR_IB_Call_CAN_Rates

Uncommitted Apple Business Chat Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=3E7AEDF7BFAE7185B6F7758D5DE7D996&plid_cur=GLUS_USD&name=Uncommitted_Apple_Business_Chat_Rates#US

Google Business Messages Channel Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=E5A9F505C56A8870B3CC0AE500BA6B03&plid_cur=GLUS_USD&name=Google_Business_Messages_Channel_Usage_Monthly_Active_User#US

Uncommitted Voice FR OB Call CAN Rates: https://lpc.cisco.com/lpcng/components/rate-table?rc=43C02E1D45FF3DCB3BD0AB0613630CF8&plid_cur=GLUS_USD&name=Uncommitted_Voice_FR_OB_Call_CAN_Rates

Uncommitted Email Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=D05629C130A57128A34203DA7ED545FE&plid_cur=GLUS_USD&name=Uncommitted_Email_Rates#US

Uncommitted LiveChat WebChat Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=89714FF50D3844719F83C305BD88E7EE&plid_cur=GLUS_USD&name=Uncommitted_LiveChat_WebChat_Rates#US

Uncommitted in-APP Push Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=1F748F9FB10C9327ED8EFCFDD14E1148&plid_cur=GLUS_USD&name=Uncommitted_In-APP_Push_Rates#US

Uncommitted Browser Push Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=815215EC598758EEFC89858A7F5FCACF&plid_cur=GLUS_USD&name=Uncommitted_Browser_Push_Rates#US

Uncommitted Voice FR IB Call US Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=B01F01F328975E7898CC4847D96FCB0C&plid_cur=GLUS_USD&name=Uncommitted_Voice_FR_IB_Call_US_Rates#US

Uncommitted Voice FR OB Call US Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=E8BE41F81891B07FEACE4FFFA361F32F&plid_cur=GLUS_USD&name=Uncommitted_Voice_FR_OB_Call_US_Rates#US

Uncommitted Voice FR IB Call Canada Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=E8BE41F81891B07FEACE4FFFA361F32F&plid_cur=GLUS_USD&name=Uncommitted_Voice_FR_OB_Call_US_Rates#US

Uncommitted Voice FR OB Call Canada Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=43C02E1D45FF3DCB3BD0AB0613630CF8&plid_cur=GLUS_USD&name=Uncommitted_Voice_FR_OB_Call_CAN_Rates#US

Uncommitted Voice TF IB Call Canada Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=43C02E1D45FF3DCB3BD0AB0613630CF8&plid_cur=GLUS_USD&name=Uncommitted_Voice_FR_OB_Call_CAN_Rates#US

Uncommitted Voice International Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=A12497537AF72F0D384DF6CE339324FB&plid_cur=GLUS_USD&name=Uncommitted_Voice_International_Rates#US

International Number Provisioning Rates: https://prpub.cloudapps.cisco.com/lpcngui/components/rate-table?rc=8F45727ED5599180E097A644A450EE92&plid_cur=GLUS_USD&name=International_Number_Provisioning_Rates#US

Order Accepted by:

	Sonia Romo
Customer Contact Signature	Netsync Contact Signature
	Sonia Romo
Printed Name	Printed Name
	Contracts and Legal Administrator
Title	Title
Williamson County	Netsync Network Solutions
Company Name	Company Name
	07 / 17 / 2025
Date	Date

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

[redacted]

Quote #:	[redacted]4
Date:	07/14/2025
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
A-FLEX-3-CC P2P				Sub Total	297,191.13
	(08/06/2025-06/12/2029)				
1.0	A-FLEX-3-CC	Flex 3.0 for Contact Center	1	0.00	0.00
1.2.0	A-FLEX-WCALL-ENT	Webex Calling Entitlement	1	0.00	0.00
1.10.0	A-FLEX-P-C-AGT-ENT	Webex Contact Center Concurrent Premium Agent Entitlement	13	0.00	0.00
1.20.0	A-FLEX-WCC-P-C	Webex Contact Center Premium Concurrent Agent Unit Price: 84.77 Each per Month Duration: 3 Years, Billing Frequency: Yearly	13	3,919.19	50,949.47
1.22.0	A-FLEX-WCC-S-C	Webex Contact Center Standard Concurrent Agent Unit Price: 57.34 Each per Month Duration: 3 Years, Billing Frequency: Yearly	76	2,651.01	201,476.76
1.39.0	A-FLEX-S-C-AGT-ENT	Webex Contact Center Concurrent Standard Agent Entitlement	76	0.00	0.00
1.47.0	A-FLEX-P-CC	On Prem to Webex Contact Center - Premises Ent	1	0.00	0.00
1.57.0	A-FLEX-DC-C-ENT	Digital Channels- Cloud Entitlement	1	0.00	0.00
1.67.0	A-FLEX-CJIVR-ENT	WxCC Additional Cisco IVR Ports Entitlement	1	0.00	0.00
1.73.0	A-FLEX-AI-AGT	Webex AI Agent Unit Price: 57.30 Each per Month Duration: 3 Years, Billing Frequency: Yearly	3	2,649.16	7,947.48
1.75.0	A-FLEX-AI-AGT-ENT	Webex AI Agent Entitlement	3	0.00	0.00
1.76.0	SVS-CSS-SUPT-SSPT	Solution Support for Collaboration Unit Price: 796.34 Each per Month Duration: 3 Years, Billing Frequency: Yearly	1	36,817.42	36,817.42

Notes: [redacted]

A-FLEX-3-CC P2P v3

*See SaaS agreement for Usage Based SKUs and Pricing

Cisco Systems TX | DIR-CPO-5347

Total	297,191.13
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**297,191.13**

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:
2025-1337456

Date Filed:
07/16/2025

Date Acknowledged:
07/21/2025

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.

2025306
Netsync Q-AAAQ465381-04 Cisco Flex Webex contact center 4yr

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)

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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07/16/2025

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Netsync Network Solutions
Houston, TX United States

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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.
2025306
Netsync Q-AAAQ465381-04 Cisco Flex Webex contact center 4yr

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 Kirstin Connell, and my date of birth is [redacted].

My address is [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 16th day of July (month), 20 25 (year).

KConnell

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **49.**

Meeting Date: 07/29/2025

Approval of Renewal No. 1 to Contract #22RFP62 Inmate Telephone, Video Visitation, and Digital Mail Service Between Williamson County and Network Communications International Corp. for Sheriff's Office/Corrections

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action to approve Renewal #1 of the awarded contract under RFP #22RFP62 with Network Communications International Corp. (NCIC), for the continued provision of inmate telephone, video visitation, and digital mail services for Williamson County, for a one-year term under the existing terms and conditions.

Background

This is Renewal #1 of Contract #22RFP62 with Network Communications International Corp. (NCIC) to continue providing inmate phone services, video visitation, and digital mail at the Williamson County Jail. The original contract was approved on May 31, 2022, Agenda Item #34 and includes a 36-month initial term, beginning after installation was completed. The contract allows for two optional one-year renewals, if both parties agree, under the same pricing and terms. This renewal runs from August 8, 2025, to August 7, 2026. This is a commission-based contract with no cost to the County and no funding source required. The Sheriff's Office/Corrections Department requested Renewal #1 and confirmed the vendor has met all the County requirements for this contract. The Point of Contact is Virginia Johnson

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

NCIC Original Agreememt

1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:47 AM
Form Started By: Cheryl Johnson		Started On: 07/17/2025 03:41 PM
Final Approval Date: 07/24/2025		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22RFP62 - RFP	**Department:**	Sheriff's Office/Corrections/Jail
Vendor Name:	NCIC Inmate Communications		
Purpose/Intended Use of Product or Service (summary):			
Inmate Telephone, Video Visitation, and Digital Mail Service			
Type of Contract:	RFP	**Start Date:**	August 08, 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	August 07, 2026
Department Contact:	Virginia Johnson		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 1 August 08, 2025, through August 07,2026
Initial Contract Period August 08, 2022, through August 07,2025

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor NCIC Communications

Name Martin Gonzales

Title Sales Representative

Signature

Date 07/17/2025

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 18 2025 Time: 7:30 am

INMATE COMMUNICATIONS SERVICE SUBSCRIBER AGREEMENT

FOR INMATE TELEPHONE, VIDEO VISITATION, MESSAGING, TABLETS AND MAIL SCANNING SERVICES.

CONTRACT BETWEEN WILLIAMSON COUNTY SHERIFF'S OFFICE AND NETWORK COMMUNICATIONS INTERNATIONAL CORP. dba NCIC INMATE COMMUNICATIONS.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this ____day of Jun 2, 2022 ,2022 ("Effective Date"), by and between Network Communications International Corp. d/b/a NCIC Inmate Communications ("Provider" or "Respondent"), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and Williamson County, TX, ("Subscriber" or "County"), a political subdivision of the State of Texas, having its address at:

Address: 508 S Rock St

City, State & Zip Code: Georgetown, Texas 78626

Contact: Kathleen Pokluda, Assistant Chief

Phone: (512) 943-1300

Email address: kathleen.pokluda@wilco.org

WITNESSETH

Whereas, Subscriber is the governmental or private entity responsible for the management, supervision, custody, protective care and control of 1) inmates housed in the following jail(s) and/or prison(s): WILLIAMSON COUNTY JAIL

(the jail(s) and/or prison(s) are referred to in this Agreement as the "Facility" or "Facilities") and 2) all buildings, grounds, property and matters connected with the Facility or Facilities.

Whereas, Provider is qualified and willing to provide Subscriber inmate telephone, video visitation, inmate tablets, digital mail scanning and related communication services

Now, therefore, in consideration of the mutual benefits to be derived hereby, Subscriber and Provider do hereby agree as follows:

I. TERM

(A) This Agreement shall begin on the date that first call is completed through the NCIC platform and will continue in full force and effect for a period of three (3) years from such date ("Initial Term") and will automatically renew for two (2) consecutive additional one (1) year terms upon written agreement between both parties.

II. TERMINATION

Subscriber may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Provider. The Subscriber reserves the right to extend this period if it is in the best interest of the Subscriber. In the event the Subscriber exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the 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 the Subscriber's termination for convenience. Provider shall have the right to terminate this Agreement pursuant to the provisions of Paragraph VII(A).

III. INMATE TELEPHONE SYSTEM

A. Installation of Inmate Telephone System

Provider shall provide to the Subscriber, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS) to be installed at the Facility. The ITS provided to Subscriber shall include all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard.

B. Provider's Responsibilities

Provider shall be responsible for the following with regard to the ITS:

1. Adhering to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement;

2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement;

3. Making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to Subscriber;

4. Complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;

5. Providing a comprehensive ITS that will allow for collect, prepaid collect and debit calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;

6. Providing an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;

7. Installing new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;

8. Providing systems and equipment that support the Facility's or Facilities' call monitoring/security needs, including terminals and digital recording equipment as determined necessary;

9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS and equipment;

11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;

12. Providing all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or Facility staff; and
13. Providing all related support services not otherwise indicated herein.

C. ITS Installation

As part of the installation process of the ITS at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-using existing station cabling is unavailable or new locations are required) for installation and maintenance of the ITS;

2. Wherever possible, Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;

3. Comply with the security guidelines on institutional security policies; and

4. Provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

D. ITS System Functionality

The ITS installed by Provider shall have the following functions:

1. A system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls;

2. Security features which prevent unauthorized individuals from accessing any information held by Provider;

3. Secured access to the system and the database for Subscriber's authorized users;

4. Complete support of all systems and software necessary to ensure provision of services at all times for the duration of the Agreement.; and

5. An automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

E. Ownership of Inmate Telephone Equipment

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider.

F. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:

   a. Access any part of the Facility deemed necessary by Provider;

   b. Perform any and all work necessary to install, repair, replace, or remove the ITS and its components; and

   c. Perform any contractual duty imposed on Provider in this Agreement.

2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;

3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the ITS and its components;

4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and

5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

G. ITS Commission Payment to Subscriber

Provider will forward a monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **80%** of gross call revenue to Provider originating from the Facility, net of federal, state, and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). The details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider, upon written notice, shall have the right to decrease ITS commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request. If subscriber does not agree to the changes then they may cancel the contract with a 30-day written notice.

H. Equipment Service & Maintenance

With regard to the ITS, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any ITS equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

IV. VIDEO VISITATION SYSTEM

A. Installation of Video Visitation System

Provider shall provide to Subscriber, at no cost, a fully operational, secure and reliable Video Visitation System (VVS) to be installed at the Facility. The VVS shall, depending on the requirements of Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions, as well as a range of complementary inmate applications such as secure inmate messaging, inmate tickets, and access to third-party applications based on the preferences and allowances of Subscriber. The VVS installed by Provider shall include all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet Subscriber's requirements and be in compliance with any industry standard.

B. Provider's Responsibilities

Provider shall be responsible for the following with regard to the VVS:

1. Adhering to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement;

2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement;

3. Making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to Subscriber;

4. Complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber;

5. Providing a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of Subscriber;

6. Providing a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;

7. Installing new video visitation equipment at all included Facilities and any required station cabling as determined necessary;

8. Providing systems and equipment that support the Facility's or Facilities' visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary; Also, will include one station for off-site attorney free visit calls with no recording capability.

9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;

11. Providing ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure adequate service delivery;

12. Providing all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or Facility staff; and

13. Providing all related support services not otherwise indicated herein.

C. VVS Installation

As part of the VVS installation process at the Facility, Provider shall:

1. Provide all required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS;

2. Wherever possible, re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. Provider shall comply with all applicable electrical codes;

3. Provider shall comply with the security guidelines on institutional security policies.

4. Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement; and

5. Ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

D. VVS System Functionality

The VVS installed by Provider at the Facility shall have the following functions:

1. The VVS will be suitable for a correctional environment, sturdy, tamper-resistant, and will provide high-quality, stereo audio and broadcast-quality video;

2. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate; however, Provider will charge a per-minute rate for any off-site (remote) visitation sessions connected;

3. Provider shall provide remote access to Subscriber's authorized users for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling;

4. The VVS shall allow Subscriber's authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain designated times of the day/week/month, and allowing a maximum number of video visitation sessions per inmate per week or month;

5. The VVS shall include a web-based scheduling application that allows visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection; and

6. The VVS shall fully monitor and record all visitation sessions, unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as privileged attorney-client communications.

E. Ownership of Video Visitation Equipment

Throughout the term of the Agreement, Provider shall own all systems and equipment installed at the Facility and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Subscriber. Provider and Subscriber agree that at no time shall any of the systems and equipment installed at the Facility become a fixture such that it becomes a part of the real property where the Facility is located. Provider and Subscriber agree that all systems and equipment installed at the Facility will remain personal property owned by Provider

F. VVS Commission Payment to Subscriber

Provider will forward a monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **26%** of gross messaging, attachment and remote visitation session revenue associated with remote visitation originating from the Facility, net of federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism(s). It is understood that on-site (standard) visitation is typically provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease VVS commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

G. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:

   a. Access any part of the Facility deemed necessary by Provider;

   b. Perform any and all work necessary to install the VVS and its components; and

   c. Perform any contractual duty imposed on Provider in this Agreement.

2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;

3. Providing security, where needed, to Provider's employees and/or contractors during the installation, replacement, maintenance, or removal of the VVS and its components;

4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and

5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

H. Equipment Service & Maintenance

With regard to the VVS, Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional with regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any VVS equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

V. INMATE TABLET SYSTEM

A. Provision of Inmate Tablet System

Provider shall provide an Inmate Tablet System designed to provide tablet computers (the "Inmate Tablet") that securely introduce a range of applications and services on each Inmate Tablet to the inmate population at Subscriber's Facility or Facilities. Applications and services on the Inmate Tablet may include educational content, communications services (e.g. inmate calling, inmate messaging, video visitation, etc), entertainment options, religious services and access to approved third-party services. Subscriber shall be solely responsible for approving each application, program, or service on each Inmate Tablet provided to the inmate population at the Facility.

B. Provider's Responsibilities

Provider shall be responsible for the following with regard to the Inmate Tablet System:

1. Adhering to any and all municipal, state or federal requirements for Inmate Tablet installation, certification, training or registration during the life of the agreement.

2. Complying with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all Inmate Tablets and related services provided throughout the duration of the agreement.

3. Making all Inmate Tablet modifications necessary to allow inmates to utilize tablets in compliance with any industry requirement(s) at no cost to Subscriber.

4. Complying with and updating the Inmate Tablets for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to Subscriber.

5. Providing a comprehensive Inmate Tablet solution that will allow for a range of inmate communication, educational, and facility service applications based on the requirements and approval of Subscriber;

6. Providing a comprehensive Inmate Tablet solution including, but not limited to, system infrastructure, network, database, servers, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;

7. Installing new Inmate Tablet equipment at all included Facilities and any required station cabling and wireless infrastructure as determined necessary by Subscriber;

8. Providing systems and equipment that support the Facility's or Facilities' Inmate Tablet monitoring/security needs, including wireless infrastructure, Inmate Tablet charging equipment, proper storage, storage backup, retrieval, and retention of data utilizing equipment supplied by Provider and as determined necessary by Subscriber.

9. Providing a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical Inmate Tablet session transaction information;

10. Providing personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the Inmate Tablet system and equipment, as needed;

11. Providing ongoing maintenance, repair, replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;

12. Providing all required training and instructional materials required for use of Inmate Tablet services as applicable to inmates, families, and/or Facility staff, and;

13. Providing all related support services not otherwise indicated herein.

C. Inmate Tablet System Payment

Provider will forward monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. The agreed-upon rates for all inmate communications services administered through the Inmate Tablets are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement. Provider and Subscriber agree that in the event that rates and fees are decreased as mandated by any local, state, or federal agency that adversely affects Provider's profitability under this Agreement, Provider shall have the sole right and discretion to decrease Inmate Tablet System commission payments to Subscriber in such a manner as it sees fit in order for the Agreement to be profitable for Provider. Monthly revenue statements will be provided to Subscriber for commission payments based on gross revenue upon request.

D. Equipment Service & Maintenance

With regard to the Inmate Tablet System, Provider shall provide fully functional equipment to support service delivery as specified herein at all designated Facilities in regard to all labor, materials, service hardware and/or software. Provider shall further warrant that any Inmate Tablet System equipment installed for Subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility, and Subscriber shall accept the detailed plan of service.

E. Responsibilities of Subscriber

Subscriber shall be responsible for the following:

1. Obtaining all necessary written consents from any other governmental or private entity for Provider and/or its subcontractors to:

   a. Access any part of the Facility or Facilities deemed necessary by Provider;

   b. Perform any and all work necessary to install the Inmate Tablet System and its components; and

   c. Perform any contractual duty imposed on Provider in this Agreement;

2. Supplying Provider and/or its subcontractors with security guidelines on institutional security policies;

3. Providing security to Provider's employees and/or contractors during the installation of the Inmate Tablet System and its components;

4. Properly accounting for the commissions received under this Agreement to any other necessary governmental or private entity; and

5. Providing prompt notice to Provider of any damage, defect, or needed repair to the VVS or any of its components.

VI. INMATE MAIL SCANNING

1) NCIC will receive, process and scan inmate mail at its mail processing location located at 607 E. Whaley Street, Longview Texas 75601. The inmate mail will be scanned into the video visitation and messaging platform for inmates to view mail on the kiosk and tablets in their cell.

2) Friends and Family members nor inmates will be charged for mail that is sent to NCIC to be processed and scanned in for inmates to view.

3) NCIC does not open or scan Legal or Medical Mail. Legal and Medical Mail will still be sent to the Williamson County Sheriff's Office so that it can be delivered to inmates by jail staff.

4) There is no cost for this service to Williamson County.

VII. MISCELLANEOUS

A. Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If an alleged breach of this Agreement occurs, the offended party shall provide written notice to the offending party, demanding that the offending party cure said breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Indemnification

Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold Subscriber, its employees, agents, officers, heirs, and assignees harmless from any and all demands, claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence,

or omissions by Provider, or its employees or agents, in the course of the operations of this Agreement. This obligation by Provider to indemnify, defend, and hold Subscriber harmless includes without limitation all costs, expenses, and attorney's fees incurred on account of any demands, claims, suits, judgments, or damages.

C. Provider's Insurance

Provider agrees to maintain the insurance coverage required to be maintained by Provider and to maintain such insurance in effect at all times during the existence of this Agreement.

D. Assignment

In the event that Provider transfers, sells, or assigns its rights under this agreement, there shall be required written consent by Subscriber to the assignment of this Agreement.

E. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

F. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Agreement can still be determined and effectuated.

G. Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

I. Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider the exclusive right to install and maintain telephones and/or inmate communications systems of any type, including the Inmate Telephone System, the Video Visitation System, and the Inmate Tablet System (the "Inmate Communications Systems") within its Facility or on its private property (Location) during the term of this Agreement. Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, video visitation sessions, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with any of those products or services that are or could be supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber's Facility, including any present or future Subscriber Facilities. Provider will have the exclusive right to provide those products and services to be installed, implemented, or used at Subscriber's Facility throughout the term of this

Agreement, including any renewals and/or extensions of this Agreement, and shall also have the exclusive right to install, monitor, and provide services for any other Inmate Communication Systems, including but not limited to inmate communications, educational or entertainment products or services, deposit kiosk services, inmate banking services, tablets, video visitation, inmate electronic messaging, inmate electronic mail, sought by Subscriber to be used, installed, or implemented at the Facility during the term of this Agreement, whether the products or services are for inmates located at Subscriber's Facility or at third-party Facilities owned and/or managed by Subscriber; however, that Provider shall not be obligated to exercise this exclusive right.

J. Circumstances Uncontrollable by Provider

Provider reserves the right to renegotiate or terminate this Agreement upon thirty (30) days written notice upon the occurrence of circumstances outside Provider's control related to the Facilities including, without limitation, 1) changes in rates, regulations, or operations mandated by law; 2) reduction in inmate population or capacity; 3) changes in jail policy or economic conditions; 4) acts of God or actions constituting force majeure, as stated in Paragraph IV(E) above; or 5) actions taken by the Facility that negatively impact the Providers business. Subscriber acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking the necessary actions in order to be in compliance with those federal, state, or local regulatory requirements.

K. Suspension of Unused Applications

With regard to applications, software, or products that are licensed to Subscriber such as Voice Biometrics, Call Transcription Services and other features, products or applications licensed as part of the Inmate Telephone System, if the features, products, or applications are not accessed or used within ninety (90) consecutive days, Provider reserves the right to disable such applications and only re-enable such applications when requested.

L. Right To Audit

The Successful Respondent agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Respondent, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Respondent reasonable advance notice of intended audits.

M. Cooperative Purchasing for other Agencies

Subscriber will permit other County and State agencies to utilize the terms and conditions of this Agreement, offering the prices and the terms and conditions offered herein to other government agencies who wish to participate in a cooperative purchase program with Subscriber's agency, where such cooperative usage will contribute to any volume discounts or incentives for participating agencies. Participating agencies may include the services, purchase and installation, removal, modifications, and maintenance. Other agencies will be responsible for entering into separate Agreements with the Contract and for all payments thereunder.

N. Successors and Assigns

Each of the covenants in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of Provider and Subscriber.

O. Entire Agreement

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 (as if copied in full) into this Agreement include the following:

A. Provider Response to Williamson County Request for Proposal #22RFP62;

B. Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and

C. Provider Inmate Communications Service Subscriber Agreement.

In the event a dispute arises between terms and conditions of: 1) Provider Response to Williamson County Request for Proposal #22RFP62; (2) Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and (3) Provider Inmate Communications Service Subscriber Agreement, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) Provider Inmate Communications Service Subscriber Agreement; (2) Provider Best and Final Offer to Williamson County Request for Proposal #22RFP62; and (3) Provider Response to Williamson County Request for Proposal #22RFP62.

P. Counterpart Execution and Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together constitute but one and the same instrument. All parties consent to the use of DocuSign or a similar electronic document execution service to take place of a physical signature on this Agreement, and that the electronic signatures will be the same as if physically signed by each party.

Q. Further Assurances

The provisions of this Agreement are intended to be self-operative and shall not require further agreement by the parties unless otherwise specifically provided herein. Nonetheless, all parties shall cooperate fully to execute any and all supplementary documents, and to take all additional actions that are consistent with and which may be necessary or appropriate to give full force and effect to the terms of this Agreement.

R. Dispute Resolution

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

b.

S. Venue and Governing Law

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

T. Authority of Signatories

Each of the individuals signing this Agreement have full power and authority to enter into this Agreement on behalf of Provider and Subscriber and to fully bind Provider and Subscriber to the terms of this Agreement.

SIGNED on this _____ day of Jun 2, 2022, 2022.

SUBSCRIBER

Bill Gravell (Jun 2, 2022 10:00 CDT)

Signature

Bill Gravell

Print Name

County Judge

Title

Jun 2, 2022

Date

PROVIDER

Signature

Martin Gonzales

Print Name

NCIC Sales Representative

Title

05/19/2022

Date

ATTACHMENT A

INMATE TELEPHONE SYSTEM				
CALL TYPE	PREPAID COLLECT		CARDLESS DEBIT / DEBIT CARDS	
	CONNECTION FEE	PER MINUTE	CONNECTION FEE	PER MINUTE
ALL CALLS WITHIN THE UNITED STATES:	$0.00	$0.11	$0.00	$0.11
MEXICO & CANADA:	$0.00	$0.11	$0.00	$0.11
ALL OTHER INTERNATIONAL:	$0.00	$0.30	$0.00	$0.30
INBOUND VOICEMAIL:	$0.30 (up to 3-Minutes duration)			
COMMISSION AMOUNT & GUARANTEE:	80% of Gross Call Revenue on all call types including Interstate Call Traffic NCIC is guaranteeing that Williamson County will receive a MINIMUM of $77 per month per inmate. With an average daily population of 600 inmates as stated in the RFP that would be a MINIMUM Commission of $46,200 a month and a yearly MINIMUM Commission of $554,400. This is higher than the Commission than Williamson County currently averages.			
TECHNOLOGY BONUS:	NCIC is proposing to offer Williamson County a $135,000.00 Technology Grant which can be spent on any technology desired by the County. (Payable within 10-days of communications system installation)			
CALL TRANSCRIPTION AND INVESTIGATIVE KEYWORD ALERTS:	$0.00 (No Cost to Facility or Inmate) Workforce multiplier for Investigators by decreasing workload when searching for particular names, specific drugs, weapons and an unlimited selection of keywords.			

CONTINUED ON THE FOLLOWING PAGE…

VIDEO VISITATION SYSTEM and KIOSK FEATURES	
CHARGE/FEE NAME	**AMOUNT**
REMOTE (OFF-SITE) VIDEO VISITATION – PER MINUTE RATE:	$0.18
ON-SITE VIDEO VISITATION – PER MINUTE RATE:	$0.00
SECURE INMATE MESSAGING – RATES:	Text Messages - $0.20 Picture Attachments - $0.25 Video Messages (30 Seconds) - $0.30 GIFs - $0.05
REMOTE VIDEO VISITATION and INMATE MESSAGING – COMMISSION:	26% of Gross Visit / Messaging Revenue
OFFSITE DIGITAL MAIL:	$0.00 (No Cost to inmate, family or Facility) Our Mail Processing solution is owned and operated by NCIC and processed in Texas. This is not sent to a 3rd party vendor and saves countless hours of manpower for Williamson County.
COMMISSARY ORDERING:	$0.00 (No Cost to Inmate, Family or Facility) Continues to save staff's time on each shift by eliminating paper orders. Ordering Commissary in this manner can also increase commissary sales by 20% by allowing real-time ordering any day of the week.
LAW LIBRARY:	$0.00 (No Cost to Inmate, Family or County) Savings of $450 a month to Williamson County based on the ADP of 600 Inmates on the Jail Commission Summary report with NCIC covering the cost of $0.75 a month per Inmate.
INMATE FORMS & DOCUMENTS:	$0.00 (No Cost to Inmate, Family or Facility) Continues to save time for all employees at booking and while making their rounds by posting Jail Rules and Inmate Documents on the Inmate Kiosk and Tablets for Inmates to read in their cells as needed.
GRIEVANCES, INMATE REQUESTS, & MEDICAL REQUESTS:	$0.00 (No Cost to Inmate, Family or Facility) Workforce multiplier by eliminating paper or verbal requests and allows Inmate to submit everything they need form the kiosk or tablet as need. We also provide detainee to staff messaging history that we maintain on our system for the life of the contract to minimize any litigation.
RECHARGE FOR RE-ENTRY FOR INMATES:	$0.00 (No Cost to Inmate, Family or Facility) Value to Facility would be the reduction of recidivism and increased morale of Inmate population which ends up saving the Facility thousands of dollars.
INMATE EDUCATIONAL PLATFORM VIA TABLETS & KIOSK:	$0.00 (No Cost to Inmate, Family or County) A savings of $3,000 a month to Williamson County based on the ADP of 600 Inmates on the Jail Commission Summary report with NCIC covering the cost of $5 month per Inmate.

INMATE COMMUNICATION SYSTEM – FEES	
CHARGE/FEE NAME	**AMOUNT**
LIVE OPERATOR TRANSACTION FEE:	$5.95
AUTOMATED OPERATOR TRANSACTION FEE:	$3.00
WEB TRANSACTION FEE:	$3.00

Subscriber Initials: BG

Date: Jun 2, 2022

Provider Initials: M.G.

Date: 05/19/2022

Agenda Item #34, CC 5.31.22 Award 22RFP62 Inmate Telephones, VV, etc, NCIC Comm., (Erica)

Final Audit Report 2022-06-02

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By:	Kim Chappius (kim.chappius@wilco.org)
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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1338553

Date Filed:
07/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Network Communications International Corp NCIC Inmate Communications
Longview, 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.
22RFP62-RFP
Inmate Communications

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is [redacted]

My address is [redacted]

I declare under [redacted]

Executed in [redacted] (month) (year)

William D Pope

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:
2025-1338553

Date Filed:
07/17/2025

Date Acknowledged:
07/17/2025

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

Network Communications International Corp NCIC Inmate Communications
Longview, 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.

22RFP62-RFP
Inmate Communications

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 **50.**

Meeting Date: 07/29/2025

Fleet Shop Maintenance Addition

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and MODE Design Company dated February 28th, 2025, relating to the Fleet Shop Maintenance Addition.

Background

Supplemental Agreement No. 1 to the Agreement for Design and Engineering Services between Williamson County and MODE Design Company is made to amend the language relating to "Exhibit A - Scope of Additional Services" to add site plan documentation and submittal to the City of Georgetown, "Exhibit B - Fee Schedule" for additional compensation to the vendor for additional services, and "Article 3 - Time for Performance of Additional Services" for additional time to complete services. The date has been extended to April 30th, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

P608-Fleet Shop Addition_MODE_SA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/18/2025 09:39 AM
County Judge Exec Asst.	Delia Colon	07/18/2025 10:10 AM
Form Started By: Christy Matoska		Started On: 07/18/2025 08:55 AM
Final Approval Date: 07/18/2025		

SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Fleet Shop Maintenance Addition** ("Project")

ARCHITECT / ENGINEER: **RHad Enterprises, Inc. dba MODE Design Company** ("A/E")
Ryan Hansanuwat, President
103 Woods Lane
Cedar Park, TX 78613

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. #1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **February 28th, 2024** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **add permitting services for a site development plan amendment for the approved plan SDP-2016-014 with the City of Georgetown for the improvements associated with the Fleet Shop Maintenance Addition**; 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 **Eighteen Thousand Nine Hundred Dollars ($18,900.)** as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

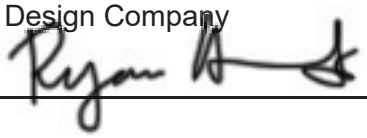
A/E hereby agrees to provide the Additional Services by or before **April 30th, 2026**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
RHad Enterprises, Inc. dba
MODE Design Company

By: 
Signature

Ryan Hansanuwat
Printed Name

President
Title

Date Signed: 7/18/2025

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:

Central Maintenance Facility – Fleet Shop Addition
3151 SE Inner Loop
Georgetown, TX 78626
P#608

Additional scope of work for site plan documentation and submittal to the City of Georgetown.

HALFF Associates: Phase 201: Site Development Plan: $16,000.
HALFF Associates: Phase 202: Meetings and Coordination: $2,000.
MODE Design: Coordination: $900.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Attachment A – Scope of Additional Services and Attachment B – Fee Schedule**. Individual phases or groups of phases shall be authorized herein or by fully-executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.

B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to)

structural, mechanical, plumbing, and electrical.

C. Provide preliminary materials selection board to County for review with internal departments.

D. Prepare a Design Development level cost estimate in a form acceptable to County.

E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.

C. Prepare a detailed cost estimate of the project on a form acceptable to County.

D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.

E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.

F. Update preliminary materials selection board or provide new for County project records.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).

B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.

C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.

D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.

E. Receive and respond to permitting comments by the local jurisdiction having review authority.

F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.

G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.

B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.

C. Conduct and oversee pre-construction meeting.

D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.

E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.

F. Conduct and oversee bi-weekly progress meetings.

G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials

generally conform to the plans and specifications, and that provisions of the contract are complied with.

H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.

J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

Phases I-III previously accomplished and billed for:	**$**	**41,325**

This schedule indicates fees by Phase of the Compensation for Additional Services: **$ 18,900** 100%

5%	**MODE Design Company**	**$**	**900**
95%	**Halff Associates, Inc.**	**$**	**18,000**

Phase III - CONSTRUCTION DOCUMENTS		**$**	**18,900** 100%
	MODE Design Company	$	900
	Halff Associates, Inc.	$	18,000

Commissioners Court - Regular Session **51.**

Meeting Date: 07/29/2025

New Well - Florence_Tom Arnold Drilling Contractor_Change Order 01

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No.1 from Tom Arnold Drilling Contractor II, LLC. for the New Well in Florence project for additional time on project due to delays regarding PEC, the electrical provider to complete permanent power needed to complete the project, which was approved by Williamson County Project Manager, Thomas Crockett, 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 for additional time needed on the project due to delays regarding PEC, the electrical provider. The new completion date is 8/11/25. Williamson County Facilities Project Manager, Thomas Crockett, was delegated change order approval authority for this project on January 23rd, 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

New Well - Florence_TAD_CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/18/2025 10:46 AM
County Judge Exec Asst.	Delia Colon	07/18/2025 01:48 PM
Form Started By: Christy Matoska		Started On: 07/18/2025 09:38 AM
Final Approval Date: 07/18/2025		

CHANGE ORDER
New Well - Florence

CHANGE ORDER NO: 01 NTP Date: 05/12/2025
DATE OF ISSUANCE: 07/11/2025
Contractor: Tom Arnold Drilling Contractor II, LLC
Architect/ Engineer: N/A

EXPLANATION:

1. Extension of time only due to PEC delays.

CONTRACT CHANGE:

1. No change to contract amount – time extension only.

A. Original Contract Amount	$	42,800.00
B. Adjusted Contract Sum by previous Change Orders	$	0.00
C. Contract Sum increased / (decreased) by this Change Order in the amount of	$	0.00
D. New Contract Sum including this Change Order will be	$	42,800.00

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 30 days
The date of Substantial Completion as of the date of this Change Order 8/11/2025

RECOMMENDED BY:

Tom Arnold Drilling Contractor II, LLC — Contractor
Signature — Date: 7-18-25

REVIEWED BY:

N/A — Architect/ Engineer
Signature — Date

ACCEPTED BY:

Thomas Crockett — County's Representative
Thomas Crockett — Signature
07/18/2025 — Date

Commissioners Court - Regular Session **52.**

Meeting Date: 07/29/2025

Old Game Warden Building - Processing Room Ventilation-Supplemental Agreement 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 a Supplemental Agreement No. 2 to the Agreement for Design and Engineering Services between Williamson County and WSP USA Buildings, Inc., dated March 25th, 2025, related to Processing Room Ventilation.

Background

This Supplemental Agreement No. 2 for Design and Engineering Services between Williamson County and WSP USA Buildings, Inc. is made to add additional scope and time to compensate the firm for the additional services to provide sealed construction drawings for the Schematic Design phase and providing Opinion of Construction Costs (OPCC) based on updated design drawings.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Processing Room Ventilation_WSP USA_SA2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/23/2025 03:49 PM
County Judge Exec Asst.	Delia Colon	07/24/2025 10:05 AM
Form Started By: Christy Matoska		Started On: 07/23/2025 03:22 PM
Final Approval Date: 07/24/2025		

SUPPLEMENTAL AGREEMENT NO. 2
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Processing Room Ventilation** ("Project")

ARCHITECT/ ENGINEER: **WSP USA Buildings, Inc.** ("A/E")
David Douthit, Vice President
1601 South Mopac, Suite 325
Austin, TX 78746

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS SUPPLEMENTAL AGREEMENT NO. #2 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **March 26th, 2025** ("Agreement");

WHEREAS, pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

WHEREAS, County now wishes to **add scope to Processing Room Ventilation design**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

SUPPLEMENTAL AGREEMENT

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is modified and amended as follows:

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services, as more fully detailed below (referred to herein as "Additional Services").

- Sealed Construction Drawings Design (SD) phase.
- Provide Opinion of Construction Costs (OPCC) based on updated design drawings.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Eight Thousand Six Hundred Twenty Dollars ($8,620.)** for the Additional Services, as detailed in **Attachment B – Fee Schedule**.

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services as detailed in **Attachment C – Production Schedule**.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, County has caused this Supplemental Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:
WSP USA Buildings, Inc.

By: _____
Signature

Ryan Bloom
Printed Name

Vice President
Title

Date Signed: 7/23/2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT B

FEE SCHEDULE

Phases I-III previously accomplished and billed for:	**$**	**35,350**
This schedule indicates fees by Phase of the Compensation for Additional Services:	**$**	**8,620** 100%

100%	**WSP USA Buildings, Inc.**	**$**	**8,620**
0%	**N/A**	**$**	**-**

Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**4,490** 52%
	WSP USA Buildings, Inc.	$	4,490
	N/A	$	-
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**2,750** 32%
	WSP USA Buildings, Inc.	$	2,750
	N/A	$	-
Phase VII - PROJECT CLOSE-OUT		**$**	**1,380** 16%
	WSP USA Buildings, Inc.	$	1,380
	N/A	$	-

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Supplemental Agreement within **one hundred twelve (112) 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	**07/22/25**
Phases I-III previously accomplished during the following dates:	**3/2025-7/2025**
Phase IV - REGULATORY REVIEW AND PERMITS	
Sealed Construction Drawings to County	08/01/25
Sealed Specifications to County	08/08/25
Complete Drawings submitted to Registered Accessibility Specialist	08/28/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Construction Drawings Addenda	09/17/25
Specifications Addenda	09/29/25
Bid Tabulation	10/10/25
Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD	
Record Documents deliverables	10/21/25
All services shall be complete on, or before:	**11/11/25**

Commissioners Court - Regular Session **53.**

Meeting Date: 07/29/2025

Temporary road closure of Jacqueline Drive Emma Drive and a portion of Susan Lane

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 regarding the temporary road closure of Jacqueline Drive, Emma Drive, and a portion of Susan Lane on Saturday, August 16th, 2025, from 6:00PM to 10:00PM, and approve a temporary diversion plan for traffic during the closure.

Background

This temporary road closure is for a Blockhouse MUD community event. A temporary diversion plan for traffic is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

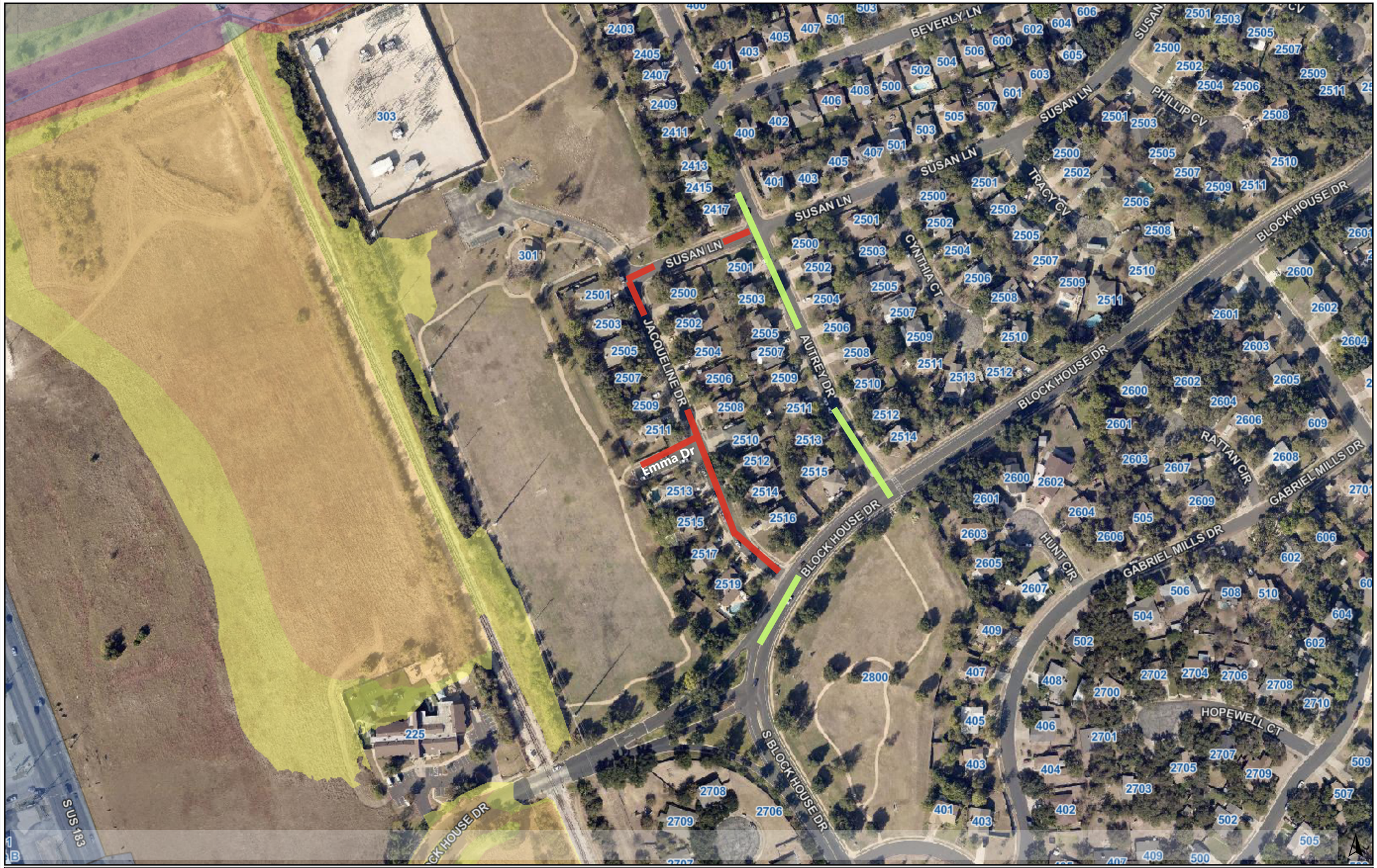
Attachments

Road Closure and Temporary Diversion Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 12:00 PM
Form Started By: Misti Schulz		Started On: 07/24/2025 09:27 AM
Final Approval Date: 07/24/2025		

Temporary Road Closure - August 16th, 2025 - 6pm-10pm





Legend

Roadway Closure Area

Diverted Traffic

Blockhouse Mud
Back-to-School Bash

0 500 1000 ft

1:2662

This map and data are for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

6/18/2025 10:35:45 AM THIS MAP IS NOT TO BE USED FOR NAVIGATION

Commissioners Court - Regular Session **54.**

Meeting Date: 07/29/2025

Award of IFB #25IFB56 CR 313 Reconstruction to Joe Bland Construction LLC 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 #25IFB56 CR 313 Reconstruction to the lowest and best bidder, Joe Bland Construction LLC, for an amount not-to-exceed $2,887,000.00 and authorizing execution of the agreement. The funding source is P623.

Background

Williamson County Purchasing Dept. sent out four thousand seventy-nine (4,079) notifications with sixty-nine (69) document takers and received seven (7) vendor submissions. The bids for the project were reviewed, and it was concluded that the apparent low bidder, Joe Bland Construction LLC, 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 #25IFB56 CR 313 Reconstruction to Joe Bland Construction LLC. The funding source is P623 and the point of contact for this project is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Recommendation Letter

Bid Sheet - Joe Bland Construction

Bid Tabulation - All submittals

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 08:41 AM
Form Started By: Fernando Ramirez		Started On: 07/17/2025 03:19 PM
Final Approval Date: 07/24/2025		

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **__Joe Bland Construction, LLC._** ("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 #_25IFB56_CR_313_Reconstruction_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 **two million eight hundred eighty-seven thousand dollars and zero cents ($2,887,000.00)** , 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 #_25IFB56_CR_313_Reconstruction; 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: **___75 work days_____**

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

4.3 Final Completion. The Work shall be fully and finally completed **on or before ___80 work days___**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

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

ARTICLE 5 PAYMENT:

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

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

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

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

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

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

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

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

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

COMMISSIONING AND WARRANTY RESPONSIBILITIES

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

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

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

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:	$2,000,000	

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

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

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions.

However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

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

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

8.1.3 Policies must include the following clauses, as applicable.

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

8.1.4 Workers' Compensation Insurance Coverage:

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

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

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

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

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

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

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

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

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

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

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

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

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

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

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

services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND

OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct

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

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

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

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

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

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

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

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

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in

regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

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

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Joe Bland Construction, LLC.

By: _____

Printed Name: Joe Bland

Title: CEO

Date: 7/17/2025

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

Collin Bland
9500 W Parmer Ln, Ste 1301
Austin, TX 78717

Phone (512) 821-2808
Fax (512) 821-2805

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Jul 17 2025 Time: 11:15 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 17 2025 Time: 10:56 am

June 26, 2025

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

Subject: Recommendation for CR 313 Reconstruction – Bid #25IFB56

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

1.	Joe Bland Construction LLC	$2,887,000.00
2.	Smith Contracting	$3,095,255.93
3.	Chasco Contractors	$3,339,393.00
4.	Patin Construction	$3,352,013.50
5.	Texas Materials	$4,174,897.00
6.	Texas Road	$4,778,349.50
7.	Aaron Concrete Contractors L.P.	$4,821,401.90

The Contractor's low base bid is $322,436.00 below the Engineer's Estimate, a cost decrease of 10.05%.

In addition to meeting the bid qualifications, Joe Bland Construction LLC has performed similar work on other projects and received positive references from those contacted. Based on the low bid of $2,887,000.00 and the previous work experience, I recommend to the Williamson County Commissioners' Court that they award Joe Bland Construction LLC the contract for the CR 313 Reconstruction Project.

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

Sincerely,

Matt Williamson

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

Contractor Name:	JOE BLAND CONSTRUCTION, LLC				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$2,750.00	$35,750.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$40.00	$3,880.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$45.00	$6,840.00
104 7016	REMOVING CONC (CURB)	LF	804	$10.00	$8,040.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$4.00	$41,652.00
110 7001	EXCAVATION (ROADWAY)	CY	18093	$14.00	$253,302.00
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$6.00	$9,630.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$1.00	$41,189.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$0.50	$20,594.50
166 7001	FERTILIZER	AC	9	$2,000.00	$18,000.00
168 7001	VEGETATIVE WATERING	TGL	1532	$15.00	$22,980.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$44.00	$581,372.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$325.00	$165,100.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$5.00	$112,915.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$4.50	$18,594.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$6.00	$43,380.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$375.00	$67,500.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$123.00	$279,579.00
400 7001	STRUCT EXCAV	CY	310	$15.00	$4,650.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$3.00	$321.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$400.00	$58,000.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$600.00	$16,800.00
450-7020	RAIL (TY T631)	LF	213	$125.00	$26,562.50
460 7016	CMP AR (GAL STL DES 2)	LF	610	$75.00	$45,750.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$115.00	$23,920.00
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$845.00	$279,483.75
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$12,975.00	$12,975.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$31,950.00	$31,950.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$33,500.00	$33,500.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$20,000.00	$60,000.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$2,500.00	$45,000.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$2,750.00	$11,000.00
496 7004	REMOV STR (SET)	EA	6	$465.00	$2,790.00
496 7007A	REMOV STR (PIPE)	EA	7	$250.00	$1,750.00
500 7001	MOBILIZATION	LS	1	$77,305.25	$77,305.25
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$9,500.00	$38,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$35.00	$14,875.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$15.00	$6,375.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$5.00	$15,600.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$1.00	$3,120.00
508-7001	CONSTRUCTING DETOURS	SY	345	$95.00	$32,775.00
529 7001A	CONC CURB (RIBBON)	LF	656	$30.00	$19,680.00
530 7006	DRIVEWAYS (CONC)	SY	41	$230.00	$9,430.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$65.00	$119,470.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$50.00	$36,350.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$60.00	$25,125.00
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$7,250.00	$7,250.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$3,500.00	$17,500.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$425.00	$2,550.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$1,350.00	$12,150.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$150.00	$1,050.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$150.00	$150.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$3.00	$1,245.00
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$2.00	$1,400.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$10.00	$2,100.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$260.00	$1,820.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$390.00	$2,730.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$650.00	$650.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$1.00	$9,290.00
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$1.00	$1,552.00
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$1.00	$9,604.00
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$1.00	$9,290.00
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$1.00	$1,552.00
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$1.00	$9,604.00
672 7002	REFL PAV MRKR TY I-C	EA	42	$8.00	$336.00
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$8.00	$3,472.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$25.00	$8,850.00
				PROJECT TOTAL	**$2,887,000.00**

25IFB56 CR 313 Reconstruction - All Vendor Bids

Supplier	Date Submitted	Name	Project Total
Patin Construction	Jun 24, 2025 1:24 PM CDT	Estimating Patin	$3,352,013.50
Smith Contracting	Jun 24, 2025 2:04 PM CDT	Hunter Smith	$3,095,255.93
Chasco Constructors	Jun 24, 2025 2:13 PM CDT	Rick Risener	$3,339,393.00
Joe Bland Construction, L.P	Jun 24, 2025 12:11 PM CDT	Andrew Batten	$2,887,000.00
Texas Road	Jun 24, 2025 1:52 PM CDT	Eloy Subia	$4,778,349.50
Aaron Concrete Contractors, L,P.	Jun 24, 2025 12:28 PM CDT	Robert Tomlinson	$4,821,401.90
Texas Materials	Jun 24, 2025 2:05 PM CDT	kenneth Voet	$4,174,897.00

Contractor Name:	Aaron Concrete Contractors, LLC				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$ 3,000.00	$39,000.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$ 24.00	$2,328.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$ 28.00	$4,256.00
104 7016	REMOVING CONC (CURB)	LF	804	$ 6.00	$4,824.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$ 6.00	$62,478.00
110 7001	EXCAVATION (ROADWAY)	CY	18093	$ 50.00	$904,650.00
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$ 30.00	$48,150.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$ 2.00	$82,378.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$ 0.35	$14,416.15
166 7001	FERTILIZER	AC	9	$ 2,223.00	$20,007.00
168 7001	VEGETATIVE WATERING	TGL	1532	$ 64.00	$98,048.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$ 70.00	$924,910.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$ 389.00	$197,612.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$ 7.00	$158,081.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$ 5.00	$20,660.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$ 5.00	$36,150.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$ 304.00	$54,720.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$ 152.00	$345,496.00
400 7001	STRUCT EXCAV	CY	310	$ 31.00	$9,610.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$ 7.00	$749.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$ 771.00	$111,795.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$ 820.00	$22,960.00
450-7020	RAIL (TY T631)	LF	213	$ 132.00	$28,050.00
460 7016	CMP AR (GAL STL DES 2)	LF	610	$ 145.00	$88,450.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$ 174.00	$36,192.00
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$ 975.00	$322,481.25
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$ 50,000.00	$50,000.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$ 55,000.00	$55,000.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$ 60,000.00	$60,000.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$ 30,000.00	$90,000.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$ 1,898.00	$34,164.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$ 1,850.00	$7,400.00
496 7004	REMOV STR (SET)	EA	6	$ 384.00	$2,304.00
496 7007A	REMOV STR (PIPE)	EA	7	$ 1,381.00	$9,667.00
500 7001	MOBILIZATION	LS	1	$ 480,000.00	$480,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$ 5,907.00	$23,628.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$ 34.00	$14,450.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$ 17.00	$7,225.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$ 4.00	$12,480.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$ 1.00	$3,120.00
508-7001	CONSTRUCTING DETOURS	SY	345	$ 38.00	$13,110.00
529 7001A	CONC CURB (RIBBON)	LF	656	$ 25.00	$16,400.00
530 7006	DRIVEWAYS (CONC)	SY	41	$ 203.00	$8,323.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$ 62.00	$113,956.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$ 62.00	$45,074.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$ 66.00	$27,637.50
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$ 7,512.00	$7,512.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$ 3,648.00	$18,240.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$ 391.00	$2,346.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$ 1,202.00	$10,818.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$ 120.00	$840.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$ 120.00	$120.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$ 9.00	$3,735.00
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$ 2.00	$1,400.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$ 12.00	$2,520.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$ 302.00	$2,114.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$ 453.00	$3,171.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$ 754.00	$754.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$ 1.00	$9,290.00
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$ 1.00	$1,552.00
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$ 1.00	$9,604.00
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$ 1.00	$9,290.00
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$ 1.00	$1,552.00
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$ 1.00	$9,604.00
672 7002	REFL PAV MRKR TY I-C	EA	42	$ 9.00	$378.00
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$ 9.00	$3,906.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$ 29.00	$10,266.00
				PROJECT TOTAL	**$4,821,401.90**

Contractor Name:	CHASCO CONSTRUCTORS				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$10,000.00	$130,000.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$20.00	$1,940.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$20.00	$3,040.00
104 7016	REMOVING CONC (CURB)	LF	804	$5.00	$4,020.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$3.00	$31,239.00
110 7001	EXCAVATION (ROADWAY)	CY	18093	$20.00	$361,860.00
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$14.00	$22,470.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$3.00	$123,567.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$0.30	$12,356.70
166 7001	FERTILIZER	AC	9	$1,950.00	$17,550.00
168 7001	VEGETATIVE WATERING	TGL	1532	$20.00	$30,640.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$40.00	$528,520.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$330.00	$167,640.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$6.00	$135,498.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$4.75	$19,627.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$4.00	$28,920.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$260.00	$46,800.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$130.00	$295,490.00
400 7001	STRUCT EXCAV	CY	310	$15.00	$4,650.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$5.00	$535.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$630.00	$91,350.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$780.00	$21,840.00
450-7020	RAIL (TY T631)	LF	213	$95.00	$20,187.50
460 7016	CMP AR (GAL STL DES 2)	LF	610	$65.00	$39,650.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$80.00	$16,640.00
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$911.00	$301,313.25
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$24,134.00	$24,134.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$48,000.00	$48,000.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$54,000.00	$54,000.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$10,000.00	$30,000.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$3,100.00	$55,800.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$3,900.00	$15,600.00
496 7004	REMOV STR (SET)	EA	6	$1,000.00	$6,000.00
496 7007A	REMOV STR (PIPE)	EA	7	$1,500.00	$10,500.00
500 7001	MOBILIZATION	LS	1	$234,000.00	$234,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$12,000.00	$48,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$35.00	$14,875.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$14.00	$5,950.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$4.00	$12,480.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$0.75	$2,340.00
508-7001	CONSTRUCTING DETOURS	SY	345	$30.00	$10,350.00
529 7001A	CONC CURB (RIBBON)	LF	656	$32.00	$20,992.00
530 7006	DRIVEWAYS (CONC)	SY	41	$195.00	$7,995.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$80.00	$147,040.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$45.00	$32,715.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$58.00	$24,287.50
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$2,600.00	$2,600.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$3,400.00	$17,000.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$350.00	$2,100.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$1,050.00	$9,450.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$110.00	$770.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$110.00	$110.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$3.25	$1,348.75
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$1.60	$1,120.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$8.50	$1,785.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$210.00	$1,470.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$315.00	$2,205.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$525.00	$525.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$0.50	$4,645.00
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$0.55	$853.60
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$0.50	$4,802.00
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$0.55	$5,109.50
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$0.85	$1,319.20
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$1.00	$9,604.00
672 7002	REFL PAV MRKR TY I-C	EA	42	$6.50	$273.00
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$6.50	$2,821.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$20.00	$7,080.00
				PROJECT TOTAL	**$3,339,393.00**

Contractor Name:	JOE BLAND CONSTRUCTION, LLC				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$2,750.00	$35,750.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$40.00	$3,880.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$45.00	$6,840.00
104 7016	REMOVING CONC (CURB)	LF	804	$10.00	$8,040.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$4.00	$41,652.00
110 7001	EXCAVATION (ROADWAY)	CY	18093	$14.00	$253,302.00
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$6.00	$9,630.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$1.00	$41,189.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$0.50	$20,594.50
166 7001	FERTILIZER	AC	9	$2,000.00	$18,000.00
168 7001	VEGETATIVE WATERING	TGL	1532	$15.00	$22,980.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$44.00	$581,372.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$325.00	$165,100.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$5.00	$112,915.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$4.50	$18,594.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$6.00	$43,380.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$375.00	$67,500.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$123.00	$279,579.00
400 7001	STRUCT EXCAV	CY	310	$15.00	$4,650.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$3.00	$321.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$400.00	$58,000.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$600.00	$16,800.00
450-7020	RAIL (TY T631)	LF	213	$125.00	$26,562.50
460 7016	CMP AR (GAL STL DES 2)	LF	610	$75.00	$45,750.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$115.00	$23,920.00
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$845.00	$279,483.75
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$12,975.00	$12,975.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$31,950.00	$31,950.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$33,500.00	$33,500.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$20,000.00	$60,000.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$2,500.00	$45,000.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$2,750.00	$11,000.00
496 7004	REMOV STR (SET)	EA	6	$465.00	$2,790.00
496 7007A	REMOV STR (PIPE)	EA	7	$250.00	$1,750.00
500 7001	MOBILIZATION	LS	1	$77,305.25	$77,305.25
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$9,500.00	$38,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$35.00	$14,875.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$15.00	$6,375.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$5.00	$15,600.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$1.00	$3,120.00
508-7001	CONSTRUCTING DETOURS	SY	345	$95.00	$32,775.00
529 7001A	CONC CURB (RIBBON)	LF	656	$30.00	$19,680.00
530 7006	DRIVEWAYS (CONC)	SY	41	$230.00	$9,430.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$65.00	$119,470.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$50.00	$36,350.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$60.00	$25,125.00
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$7,250.00	$7,250.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$3,500.00	$17,500.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$425.00	$2,550.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$1,350.00	$12,150.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$150.00	$1,050.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$150.00	$150.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$3.00	$1,245.00
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$2.00	$1,400.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$10.00	$2,100.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$260.00	$1,820.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$390.00	$2,730.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$650.00	$650.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$1.00	$9,290.00
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$1.00	$1,552.00
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$1.00	$9,604.00
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$1.00	$9,290.00
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$1.00	$1,552.00
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$1.00	$9,604.00
672 7002	REFL PAV MRKR TY I-C	EA	42	$8.00	$336.00
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$8.00	$3,472.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$25.00	$8,850.00
				PROJECT TOTAL	**$2,887,000.00**

Contractor Name:	MA Smith Contracting Co., Inc				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$8,700.00	$113,100.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$30.00	$2,910.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$27.00	$4,104.00
104 7016	REMOVING CONC (CURB)	LF	804	$7.00	$5,628.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$2.50	$26,032.50
110 7001	EXCAVATION (ROADWAY)	CY	18093	$19.25	$348,290.25
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$35.00	$56,175.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$1.70	$70,021.30
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$0.22	$9,061.58
166 7001	FERTILIZER	AC	9	$1,250.00	$11,250.00
168 7001	VEGETATIVE WATERING	TGL	1532	$17.00	$26,044.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$46.00	$607,798.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$315.00	$160,020.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$3.00	$67,749.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$5.00	$20,660.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$4.10	$29,643.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$275.00	$49,500.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$138.00	$313,674.00
400 7001	STRUCT EXCAV	CY	310	$50.00	$15,500.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$20.00	$2,140.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$700.00	$101,500.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$650.00	$18,200.00
450-7020	RAIL (TY T631)	LF	213	$109.00	$23,162.50
460 7016	CMP AR (GAL STL DES 2)	LF	610	$95.00	$57,950.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$105.00	$21,840.00
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$825.00	$272,868.75
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$9,700.00	$9,700.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$26,300.00	$26,300.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$28,600.00	$28,600.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$9,200.00	$27,600.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$1,500.00	$27,000.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$1,800.00	$7,200.00
496 7004	REMOV STR (SET)	EA	6	$700.00	$4,200.00
496 7007A	REMOV STR (PIPE)	EA	7	$525.00	$3,675.00
500 7001	MOBILIZATION	LS	1	$150,000.00	$150,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$11,200.00	$44,800.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$45.00	$19,125.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$28.00	$11,900.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$4.00	$12,480.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$1.10	$3,432.00
508-7001	CONSTRUCTING DETOURS	SY	345	$41.00	$14,145.00
529 7001A	CONC CURB (RIBBON)	LF	656	$22.00	$14,432.00
530 7006	DRIVEWAYS (CONC)	SY	41	$175.00	$7,175.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$64.00	$117,632.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$48.00	$34,896.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$39.00	$16,331.25
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$2,900.00	$2,900.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$3,100.00	$15,500.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$370.00	$2,220.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$1,100.00	$9,900.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$110.00	$770.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$110.00	$110.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$5.50	$2,282.50
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$1.70	$1,190.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$9.00	$1,890.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$225.00	$1,575.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$340.00	$2,380.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$570.00	$570.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$0.50	$4,645.00
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$0.55	$853.60
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$0.50	$4,802.00
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$0.85	$7,896.50
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$0.90	$1,396.80
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$0.85	$8,163.40
672 7002	REFL PAV MRKR TY I-C	EA	42	$7.00	$294.00
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$7.00	$3,038.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$21.00	$7,434.00
				PROJECT TOTAL	**$3,095,255.93**

Contractor Name:	Patin Construction LLC				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$1,500.00	$19,500.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$20.00	$1,940.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$20.00	$3,040.00
104 7016	REMOVING CONC (CURB)	LF	804	$3.00	$2,412.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$8.00	$83,304.00
110 7001	EXCAVATION (ROADWAY)	CY	18093	$15.00	$271,395.00
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$8.00	$12,840.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$2.00	$82,378.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$1.00	$41,189.00
166 7001	FERTILIZER	AC	9	$1,500.00	$13,500.00
168 7001	VEGETATIVE WATERING	TGL	1532	$10.00	$15,320.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$60.00	$792,780.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$350.00	$177,800.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$9.00	$203,247.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$5.00	$20,660.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$5.00	$36,150.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$325.00	$58,500.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$165.00	$375,045.00
400 7001	STRUCT EXCAV	CY	310	$30.00	$9,300.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$10.00	$1,070.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$500.00	$72,500.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$500.00	$14,000.00
450-7020	RAIL (TY T631)	LF	213	$120.00	$25,500.00
460 7016	CMP AR (GAL STL DES 2)	LF	610	$100.00	$61,000.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$125.00	$26,000.00
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$1,040.00	$343,980.00
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$15,000.00	$15,000.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$18,000.00	$18,000.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$20,000.00	$20,000.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$18,000.00	$54,000.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$2,000.00	$36,000.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$3,000.00	$12,000.00
496 7004	REMOV STR (SET)	EA	6	$1,500.00	$9,000.00
496 7007A	REMOV STR (PIPE)	EA	7	$150.00	$1,050.00
500 7001	MOBILIZATION	LS	1	$60,000.00	$60,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$15,000.00	$60,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$35.00	$14,875.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$10.00	$4,250.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$4.00	$12,480.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$1.00	$3,120.00
508-7001	CONSTRUCTING DETOURS	SY	345	$50.00	$17,250.00
529 7001A	CONC CURB (RIBBON)	LF	656	$20.00	$13,120.00
530 7006	DRIVEWAYS (CONC)	SY	41	$150.00	$6,150.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$35.00	$64,330.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$35.00	$25,445.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$50.00	$20,937.50
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$3,000.00	$3,000.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$4,000.00	$20,000.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$500.00	$3,000.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$1,500.00	$13,500.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$150.00	$1,050.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$150.00	$150.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$10.00	$4,150.00
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$3.00	$2,100.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$10.00	$2,100.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$250.00	$1,750.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$350.00	$2,450.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$600.00	$600.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$1.00	$9,290.00
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$1.00	$1,552.00
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$1.00	$9,604.00
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$2.00	$18,580.00
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$2.00	$3,104.00
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$2.00	$19,208.00
672 7002	REFL PAV MRKR TY I-C	EA	42	$10.00	$420.00
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$10.00	$4,340.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$2.00	$708.00
				PROJECT TOTAL	**$3,352,013.50**

Contractor Name:	Texas Materials Group, Inc.				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$5,000.00	$65,000.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$100.00	$9,700.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$37.00	$5,624.00
104 7016	REMOVING CONC (CURB)	LF	804	$21.00	$16,884.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$7.00	$72,891.00
110 7001	EXCAVATION (ROADWAY)	CY	18093	$21.00	$379,953.00
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$7.00	$11,235.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$5.00	$205,945.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$0.40	$16,475.60
166 7001	FERTILIZER	AC	9	$330.00	$2,970.00
168 7001	VEGETATIVE WATERING	TGL	1532	$57.00	$87,324.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$65.00	$858,845.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$308.00	$156,464.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$12.00	$270,996.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$5.25	$21,693.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$4.05	$29,281.50
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$256.00	$46,080.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$156.00	$354,588.00
400 7001	STRUCT EXCAV	CY	310	$100.00	$31,000.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$10.00	$1,070.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$850.00	$123,250.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$1,200.00	$33,600.00
450-7020	RAIL (TY T631)	LF	213	$125.00	$26,562.50
460 7016	CMP AR (GAL STL DES 2)	LF	610	$94.80	$57,828.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$166.80	$34,694.40
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$900.00	$297,675.00
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$42,000.00	$42,000.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$38,000.00	$38,000.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$38,000.00	$38,000.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$18,000.00	$54,000.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$1,800.00	$32,400.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$1,800.00	$7,200.00
496 7004	REMOV STR (SET)	EA	6	$550.00	$3,300.00
496 7007A	REMOV STR (PIPE)	EA	7	$2,000.00	$14,000.00
500 7001	MOBILIZATION	LS	1	$205,000.00	$205,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$17,000.00	$68,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$42.00	$17,850.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$30.00	$12,750.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$3.45	$10,764.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$0.95	$2,964.00
508-7001	CONSTRUCTING DETOURS	SY	345	$12.50	$4,312.50
529 7001A	CONC CURB (RIBBON)	LF	656	$50.00	$32,800.00
530 7006	DRIVEWAYS (CONC)	SY	41	$150.00	$6,150.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$129.00	$237,102.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$30.00	$21,810.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$55.00	$23,031.25
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$5,000.00	$5,000.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$4,500.00	$22,500.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$600.00	$3,600.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$1,200.00	$10,800.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$350.00	$2,450.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$200.00	$200.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$1.25	$518.75
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$2.85	$1,995.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$11.40	$2,394.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$170.00	$1,190.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$186.00	$1,302.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$390.00	$390.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$0.33	$3,065.70
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$0.37	$574.24
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$0.33	$3,169.32
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$0.60	$5,574.00
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$0.72	$1,117.44
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$0.60	$5,762.40
672 7002	REFL PAV MRKR TY I-C	EA	42	$7.45	$312.90
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$18.00	$7,812.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$17.25	$6,106.50
				PROJECT TOTAL	**$4,174,897.00**

Contractor Name:	TEXAS ROAD, LLC				
Bid Form **CR 313 Reconstruction** **Williamson County, Texas**					
ITEM/DESC CODE	**DESCRIPTION**	**UNIT**	**QUANTITY**	**UNIT PRICE**	**TOTAL**
100 7001	PREPARING ROW	AC	13	$10,000.00	$130,000.00
104 7006	REMOVING CONC (RIPRAP)	SY	97	$32.00	$3,104.00
104 7011	REMOVING CONC (DRIVEWAYS)	SY	152	$37.00	$5,624.00
104 7016	REMOVING CONC (CURB)	LF	804	$6.00	$4,824.00
105 7022	RMV (2") TRT/UNTRT BASE & ASPH PAV	SY	10413	$2.50	$26,032.50
110 7001	EXCAVATION (ROADWAY)	CY	18093	$26.00	$470,418.00
132 7001	EMBANK (FNL) (OC) (TY A)	CY	1605	$18.00	$28,890.00
160 7002	FURN & PLACE TOPSOIL (4")	SY	41189	$6.00	$247,134.00
164 7002	BROADCAST SEED (PERM_RURAL_CLAY)	SY	41189	$0.30	$12,356.70
166 7001	FERTILIZER	AC	9	$2,400.00	$21,600.00
168 7001	VEGETATIVE WATERING	TGL	1532	$45.00	$68,940.00
247 7178	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	CY	13213	$78.00	$1,030,614.00
260 7003	LIME (QUICKLIME (SLURRY))	TON	508	$390.00	$198,120.00
260 7008A	LIME TRT (SUBGRADE) (10")	SY	22583	$9.00	$203,247.00
310 7013	PRIME COAT (MC-30 OR AE-P)	GAL	4132	$5.25	$21,693.00
316 7070	ASPH (AC-15P, HFRS-2P OR CRS-2P)	GAL	7230	$4.30	$31,089.00
316 7173	AGGR (TY-B, GR-4) (SAC-B)	CY	180	$292.00	$52,560.00
341 7048	D-GR HMA TY-D PG70-22	TON	2273	$146.00	$331,858.00
400 7001	STRUCT EXCAV	CY	310	$56.00	$17,360.00
402 7001	TRENCH EXCAVATION PROTECTION	LF	107	$25.00	$2,675.00
432 7002	RIPRAP (CONC) (5 IN)	CY	145	$640.00	$92,800.00
432 7014	RIPRAP (MOW STRIP)(5 IN)	CY	28	$830.00	$23,240.00
450-7020	RAIL (TY T631)	LF	213	$100.00	$21,250.00
460 7016	CMP AR (GAL STL DES 2)	LF	610	$110.00	$67,100.00
460 7018	CMP AR (GAL STL DES 3)	LF	208	$100.00	$20,800.00
462-7020	CONC BOX CULV (8 FT X 3 FT)	LF	330.75	$860.00	$284,445.00
466-7175	WINGWALL (PW - 1) (HW=5 FT)	EA	1	$46,000.00	$46,000.00
466-7176	WINGWALL (PW - 1) (HW=6 FT)	EA	1	$48,000.00	$48,000.00
466-7177	WINGWALL (PW - 1) (HW=7 FT)	EA	1	$49,000.00	$49,000.00
467-7187	SET (TY I) (S= 8 FT) (HW= 6 FT) (3:1) (C)	EA	3	$15,706.00	$47,118.00
467 7422	SET (TY II) (DES 2) (CMP) (6:1) (P)	EA	18	$2,500.00	$45,000.00
467 7430	SET (TY II) (DES 3) (CMP) (6:1) (P)	EA	4	$2,700.00	$10,800.00
496 7004	REMOV STR (SET)	EA	6	$1,100.00	$6,600.00
496 7007A	REMOV STR (PIPE)	EA	7	$1,400.00	$9,800.00
500 7001	MOBILIZATION	LS	1	$450,000.00	$450,000.00
502 7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4	$16,000.00	$64,000.00
506 7002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	425	$42.00	$17,850.00
506 7011	ROCK FILTER DAMS (REMOVE)	LF	425	$24.00	$10,200.00
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3120	$4.00	$12,480.00
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3120	$1.30	$4,056.00
508-7001	CONSTRUCTING DETOURS	SY	345	$140.00	$48,300.00
529 7001A	CONC CURB (RIBBON)	LF	656	$49.00	$32,144.00
530 7006	DRIVEWAYS (CONC)	SY	41	$370.00	$15,170.00
530 7010	DRIVEWAYS (ACP)	SY	1838	$170.00	$312,460.00
530 7011	DRIVEWAYS (ACP) (TYPE 1)	SY	727	$38.00	$27,626.00
540-7002	MTL W-BEAM GD FEN (STEEL POST)	LF	419	$52.00	$21,775.00
540-7036	TL-2 31" SHORT RADIUS (COMPLETE)	EA	1	$3,600.00	$3,600.00
544-7001	GUARDRAIL END TREATMENT (INSTALL)	EA	5	$3,200.00	$16,000.00
560 7002	MAILBOX INSTALL- S (TWG-POST) TY 2	EA	6	$374.00	$2,244.00
644 7001	IN SM RD SN SUP & AM TY 10BWG (1) SA (P)	EA	9	$1,150.00	$10,350.00
644 7073	REMOVE SM RD SN SUP&AM	EA	7	$115.00	$805.00
658 7056	INST OM ASSM (OM-2Y) (WC) GND	EA	1	$115.00	$115.00
662 7114	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	EA	415	$6.00	$2,490.00
666 7023	REFL PAV MRK TY I (W) 8" (SLD) (090 MIL)	LF	700	$1.75	$1,225.00
666 7035	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	210	$9.00	$1,890.00
666 7041	REFL PAV MRK TY I (W) (ARROW) (090 MIL)	EA	7	$230.00	$1,610.00
666 7065	REFL PAV MRK TY I (W) (WORD) (090 MIL)	EA	7	$345.00	$2,415.00
666 7077	REFL PAV MRK TY I (Y) (MED NOSE)	EA	1	$575.00	$575.00
666 7171	RE PM TY II (W) 4" (SLD)	LF	9290	$0.50	$4,645.00
666 7208	RE PM TY II (Y) 4" (BRK)	LF	1552	$0.55	$853.60
666 7120	RE PM TY II (Y) 4" (SLD)	LF	9604	$0.50	$4,802.00
666 7404	REFL PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	9290	$0.85	$7,896.50
666 7413	REFL PAV MRK TY I (Y) 4" (BRK) (090 MIL)	LF	1552	$0.90	$1,396.80
666 7416	REFL PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	9604	$0.85	$8,163.40
672 7002	REFL PAV MRKR TY I-C	EA	42	$7.00	$294.00
672 7004	REFL PAV MRKR TY II - A- A	EA	434	$7.00	$3,038.00
672-7008	TRAFFIC BUTTON TY Y	EA	354	$22.00	$7,788.00
				PROJECT TOTAL	**$4,778,349.50**

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:
2025-1330634

Date Filed:
06/30/2025

Date Acknowledged:
07/17/2025

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

Joe Bland Construction, 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.

25IFB56
CR 313 Reconstruction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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:
2025-1330634

Date Filed:
06/30/2025

Date Acknowledged:

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

Joe Bland Construction, 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.

25IFB56
CR 313 Reconstruction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is COLLIN BLAND, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), TX (state), 78717 (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 _____ day of _____ (month), 20____ (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **55.**

Meeting Date: 07/29/2025

Award of RFP #25RFP30 to Rifeline, LLC i for Public Involvement Services for Road and Bridge Department

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 #25RFP30 Public Involvement Services for Williamson County to Rifeline, LLC in the maximum amount payable of Two Hundred Thousand Dollars ($200,000.00), and authorize execution of this agreement.

Background

Williamson County sent Four Thousand, Eight Hundred and Fourteen notices (4,814), had One Hundred Twenty-Six (126) document takers, and received Five (5) submittals. Williamson County solicited firms to provide Public Involvement, Information and Education Services related to the implementation of Williamson County Infrastructure Projects. The funding source is 01.0200.0210.004100, the Origination ID is #2094, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25RFP30 Public Involvement Services Agreement R&B

25RFP30 Public Involvement Services Score Sheet

25RFP30 Selection Letter

1295 Form Rifeline LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:15 AM
Form Started By: Vickie Johnson		Started On: 07/18/2025 03:47 PM
Final Approval Date: 07/24/2025		

PUBLIC INVOLVEMENT
SERVICES AGREEMENT

THIS PUBLIC INVOLVEMENT SERVICES AGREEMENT ("Agreement") between Rifeline, LLC, (hereinafter "Firm"), with its principal place of business at 1949 S I-35 Frontage Rd. Suite 105, Austin, TX 78741, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Firm will provide certain services.

1. Public Involvement Services

1.1 Firm agrees to provide County with public involvement, information, and education services related to the implementation of various County road projects and other County infrastructure projects (the "Services"), as described in the attached Exhibit "A" - Scope of Services. Firm may provide the Services by using Firm personnel or selected independent contractors ("Contractors").

1.2 County will prepare and issue Work Authorizations, in the form identified and attached hereto as Exhibit "B", to authorize the Firm to perform one or more tasks. Each Work Authorization will include a description of the Services to be performed, a description of the tasks, a work schedule or time for completion for the tasks, and a compensation amount agreed upon by the County and Firm. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Agreement. The executed Work Authorization(s) will become part of this Agreement.

1.3 Work included in a Work Authorization must not begin until County and Firm have signed the applicable Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Firm must promptly notify the County of any event which will affect completion of the Work Authorization, although such notification must not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization must be enacted by a written Change Request before. additional work may be performed or additional costs incurred. All Change Requests must be executed by both parties within the period specified for completion in the Work Authorization. The Firm must not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Change Request.

2. Additional Services and Charges

For the performance of services not specifically described in Exhibit "A" - Scope of Services (sometimes referred to herein as "Additional Services"), County must pay and Firm will receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates agreed upon by the parties in the negotiated written contract modification.

Firm will not, however, be compensated for work made necessary by Firm's negligent errors or omissions. In the event of any dispute over the classification of whether services are of the type described in Exhibit "A" - Scope of Services or whether they are Additional Services under this Agreement, the decision of the County will be final and binding on Firm.

It is expressly understood and agreed that Firm must not furnish any Additional Services without

the prior written authorization of the County. The County will have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

3. Term and Termination

3.1 This Agreement will have an initial term of forty-eight (48) months commencing as of the date of the last party's execution hereof unless terminated earlier as set out herein. The County reserves the right to extend this Agreement, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Agreement will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Agreement, including all extensions, will not exceed a maximum combined period of seventy-two (72) months.

3.2 County may terminate this Agreement, with or without cause, upon not less than ten (10) calendar day's written notice to the Firm. County must pay Firm for all Services performed prior to termination upon the condition that Firm is not in breach of any of the covenants, terms and/or conditions of this Agreement or applicable Work Authorization as of the effective date of termination.

3.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party must deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party will be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

4. Payment, Interest, Compensation and Taxes

The Services will be charged to County at the hourly rates set forth below not including travel or other reimbursable expenses. County agrees to pay Firm the fees set forth in each applicable Work Authorization. County will reimburse Firm for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved in writing by County prior to being incurred and comply with the Williamson County Vendor Reimbursement Policy. County shall not be obligated to pay any travel and out-of-pocket expenses that are incurred by Firm for which County did not consent to in advance and in writing or that do not comply with the Williamson County Vendor Reimbursement Policy.

Monthly during the performance of the services to be provided under this Agreement and applicable

Work Authorization(s), Firm shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services which were completed by Firm during such period, the compensation which is due, plus the amounts payable under Section 2 (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors or subconsultants for which the Firm seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Firm certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Firm to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

4.1 **Interest and Late Payments.** Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Firm, County shall notify Firm of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of Firm, Firm shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Firm beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, Firm shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

The maximum amount payable for the performance of all Services and the reimbursement of all expenses under this Agreement, without written modification, must not exceed $_200,000.00_ ("Not to Exceed Amount"). Any amounts paid or payable will be paid pursuant to a validly issued Work Authorization or Change Requests related thereto. In no event may the aggregate amount of compensation and reimbursement authorized under Work Authorizations and Change Requests exceed the Not to Exceed Amount.

4.2 **Rates.** The hourly rates shall be as follows:

Rifeline LLC (prime provider)	
Principal	$242.42
Public Involvement Director	$218.18
Sr. Public Involvement Officer	$193.94
Public Involvement Manager	$169.70
Public Involvement Officer	$145.45
Public Involvement Specialist	$133.33
Designer/Developer	$121.21
Jr. Public Involvement Officer	$90.91
Administrative	$60.61

Buie & Co (sub provider)	
Principal	$242.42
Public Involvement Director	$218.18
Sr. Public Involvement Officer	$193.94
Public Involvement Manager	$169.70
Public Involvement Officer	$145.45
Public Involvement Specialist	$133.33
Designer/Developer	$121.21
Jr. Public Involvement Officer	$90.91
Administrative	$60.61

CD&P (sub provider)	
Principal	$242.42
Public Involvement Director	$218.18
Sr. Public Involvement Officer	$193.94
Public Involvement Manager	$169.70
Public Involvement Officer	$145.45
Public Involvement Specialist	$133.33
Designer/Developer	$121.21
Jr. Public Involvement Officer	$90.91
Administrative	$60.61

Hourly rates include office overhead, employee salary and benefits, and company profits.

Provider Name: Rifeline, LLC (prime provider)		
Other Direct Expenses		
Item/Service Description	**Unit**	**Rate**
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	$0.15
Photocopies Color 11x17	each	$1.25
Photocopies Color 8.5x11	each	$1.00
Photocopies B&W 11x17	each	$0.25
Color Graphics on Foam Board	square foot	$20.00
Plots (B/W on Bond)	square foot	$1.00
Plots (Color on Bond)	square foot	$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

Provider Name: Buie & Co (sub provider)		
Other Direct Expenses		
Item/Service Description	**Unit**	**Rate**
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	$0.15
Photocopies Color 11x17	each	$1.25
Photocopies Color 8.5x11	each	$1.00
Photocopies B&W 11x17	each	$0.25
Color Graphics on Foam Board	square foot	$20.00
Plots (B/W on Bond)	square foot	$1.00
Plots (Color on Bond)	square foot	$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

Provider Name: CD&P (sub provider)		
Other Direct Expenses		
Item/Service Description	**Unit**	**Rate**
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	$0.15
Photocopies Color 11x17	each	$1.25
Photocopies Color 8.5x11	each	$1.00
Photocopies B&W 11x17	each	$0.25
Color Graphics on Foam Board	square foot	$20.00
Plots (B/W on Bond)	square foot	$1.00
Plots (Color on Bond)	square foot	$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

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." Firm 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 Firm 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.

4.3 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Firm with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Firm to County under this Agreement will remain Firm's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Firm's request. Except as otherwise required by law, County may not disclose, without Firm's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Firm will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Firm may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same will not be of any force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Firm for the disclosure to the public, or to any person or persons, of any items or

information furnished to County by Firm in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Indemnification

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, FIRM 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 INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF FIRM, 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. FIRM 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, FIRM 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") 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 FIRM 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.

8. Change Requests

County or Firm may request changes to the Services to be performed under an applicable Work Authorization by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule or changes to key final decisions, or, any extra work by Firm necessitated by County not meeting its obligations or preventing Firm from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute

resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

9. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys' fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. Insurance Requirements

Firm shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in Exhibit "C" - Insurance Requirements and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. The insurance required under this provision shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement(s) issued to County, as required in Exhibit "C".

Firm shall require that any and all other contractors and/or consultants engaged or employed by Firm carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. Firm shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the Firm's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least ten (10) calendar days prior to any cancellation, non-renewal or material modification of the policies.

11. General

11.1 Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

11.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

11.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

11.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

11.6 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

11.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States

County's Right to Audit. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the

right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Firm agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

11.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Firm understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Work Authorization issued under this agreement, the terms and conditions of this Agreement shall control.

11.10 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.

11.11 Entire Agreement.

The following documents shall comprise of all the documents that are relevant to the Services to be provided (the "Contract Documents"):

1. This Agreement between County and Firm;
2. Addenda issued prior to the Effective Date of this Agreement;
3. Firm's Proposal submitted in response to Williamson County RFP #25RFP30 Public Involvement ("Contractor's Proposal");
4. The Request for Proposal documents defined in Williamson County RFP #25RFP30 Public Involvement ("RFP"); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Firm;
2. Addenda issued prior to the Effective Date of this Agreement;
3. The RFP;
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement;
5. The Contractor's Proposal.

This Agreement represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL,

EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this Agreement is last signed below.

FIRM:

Rifeline, LLC

By: Sydney J Moore

Printed Name: Sydney Moore

Title: President

Date: July 7, 2025

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

APPROVED
By Christen Eschberger at 4:40 pm, Jul 15, 2025

EXHIBIT "A"
SCOPE OF SERVICES

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

* Maintain project-specific stakeholder contact database, including but not limited to:
    Businesses
    Chambers of Commerce and economic development groups
    Residents and/or neighborhood associations
    MUD's
    Schools Hospitals
    City or other governmental entity Staff
    Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
    Fact sheets
    FAQ's
    Mapping exhibits (aerial, where available)
    Project Typical Sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Department, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Provide project photos, videos and drone photography for presentations.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentations to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings, open houses, and property owners.

* Prepare and conduct public hearings including legal notices for public hearings

EXHIBIT "B"

Work Authorization No._____(TEMPLATE)

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, _____ ("Firm") on _____ _____, 20___ (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   _____

   _____

   _____

   _____

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   _____

   _____

   _____

   _____

3. **Compensation Specific to this WA:**

   The maximum amount of compensation payable for Services under this WA without modification is $_____.

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of $ _____ for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before _____ _____, 20_____

7. Incorporation by Reference; Conflicting Terms and Conditions:

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

FIRM:

Rifeline, LLC

By: _____

Printed Name: Sydney Moore

Title: President

Date: _____ ____, 20___

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

EXHIBIT "C"
INSURANCE REQUIREMENTS

Firm must comply with the following insurance requirements at all times during this Agreement:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Agreement 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 Services, Firm shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm 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 Firm. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Firm 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. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Firm'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 Firm, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

J. Subcontractor/Subconsultant's Insurance (To the Extent Applicable). Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Firm'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 Firm's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Firm hereunder.

Firm shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm

must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm.

EVALUATION - Public Involvement
25RFP30
May 2, 2025

5 Firms

Mandatory Criteria	Maximum Score Points	Allied Supply Chain Support & Svcs, Inc.	Chickenango Marketing Solutions, Inc.	Cortez Consulting	H2O Partners, Inc.	Rifeline
Experience of proposed Project Manager	**50**	25	25	30	25	45
Experience of proposed Project Team including Sub-Consultants	**50**	25	25	25	20	45
Availability of Project Manager and Staff including Sub-Consultants	**50**	20	15	25	30	45
Quality and sufficiency of work product listed under Item 6 of Proposal	**50**	25	30	25	25	45
Understanding of proposed contract scope and previous performance on Williamson County projects	**50**	25	25	25	20	50
Cost Proposal	**50**	30	30	30	30	40
TOTAL	**300**	**150**	**150**	**160**	**150**	**270**

[redacted]

May 2, 2025

Rifeline, LLC
Mr. Rob Faubion
1949 S IH 35 Frontage Rd., Suite 105
Austin, TX 78741

Re: 25RFP30 Public Involvement

Dear Mr. Faubion,

Thank you for taking time to submit a Public Involvement Proposal for Williamson County. Based on your team's excellent Proposal, Williamson County has selected your firm to enter into contract negotiations for the project.

Please note that a Professional Services Agreement with Williamson County is no guarantee of work. All contracts must be approved by Williamson County Commissioners Court.

Congratulations on your selection. We look forward to working with you on this important project.

Sincerely,

Russ Boles
County Commissioner, Precinct No 4

Cc: Robert B. Daigh, P.E., Senior Director of Infrastructure
Kate Wilder, P.E., HNTB

Williamson County
Commissioner Precinct 4
3001 Joe DiMaggio Blvd., Unit 1300
Round Rock, TX 78665
512.943.3761

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:
2025-1337119

Date Filed:
07/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rifeline, 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.
25RFP30 - Road & Bridge
Public involvement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Moore, Sydney	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Sydney Moore, and my date of birth is [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 Travis County, State of Texas, on the 18 day of July (month), 2025 (year).

Sophie Moore

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:
2025-1337119

Date Filed:
07/15/2025

Date Acknowledged:
07/18/2025

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

Rifeline, 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.

25RFP30 - Road & Bridge
Public involvement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Moore, Sydney	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 _____, _____, _____, _____, _____.
(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: 07/29/2025

Award of RFP #25RFP30 for Public Involvement Services to Rifeline, LLC for Road Bonds

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 #25RFP30 Public Involvement Services for Williamson County to Rifeline, LLC in the maximum amount payable of Three Million Eight Hundred Thousand Dollars ($3,800,000.00) and authorize execution of this agreement.

Background

Williamson County sent Four Thousand, Eight Hundred and Fourteen notices (4,814), had One Hundred Twenty-Six (126) document takers, and received Five (5) submittals. Williamson County solicited firms to provide Public Involvement, Information and Education Services related to the implementation of Williamson County Infrastructure Projects. The project funding source will be determined at a later date. The Origination ID is #2094, and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25RFP30 Public Involvement Services Agreement Road Bond

25RFP30 Public Involvement Score Sheet

25RFP30 Public Involvement Selection Letter

1295 Form Rifeline LLC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:20 AM
Form Started By: Vickie Johnson		Started On: 07/18/2025 04:19 PM
Final Approval Date: 07/24/2025		

PUBLIC INVOLVEMENT
SERVICES AGREEMENT

THIS PUBLIC INVOLVEMENT SERVICES AGREEMENT ("Agreement") between Rifeline, LLC, (hereinafter "Firm"), with its principal place of business at 1949 S I-35 Frontage Rd. Suite 105, Austin, TX 78741, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Firm will provide certain services.

1. Public Involvement Services

1.1 Firm agrees to provide County with public involvement, information, and education services related to the implementation of various County road bond and LTP corridor projects (the "Services"), as described in the attached Exhibit "A" - Scope of Services. Firm may provide the Services by using Firm personnel or selected independent contractors ("Contractors").

1.2 County will prepare and issue Work Authorizations, in the form identified and attached hereto as Exhibit "B", to authorize the Firm to perform one or more tasks. Each Work Authorization will include a description of the Services to be performed, a description of the tasks, a work schedule or time for completion for the tasks, and a compensation amount agreed upon by the County and Firm. The Work Authorization will not waive the Firm's responsibilities and obligations established in this Agreement. The executed Work Authorization(s) will become part of this Agreement.

1.3 Work included in a Work Authorization must not begin until County and Firm have signed the applicable Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Firm must promptly notify the County of any event which will affect completion of the Work Authorization, although such notification must not relieve the Firm from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization must be enacted by a written Change Request before. additional work may be performed or additional costs incurred. All Change Requests must be executed by both parties within the period specified for completion in the Work Authorization. The Firm must not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Change Request.

2. Additional Services and Charges

For the performance of services not specifically described in Exhibit "A" - Scope of Services (sometimes referred to herein as "Additional Services"), County must pay and Firm will receive, under a negotiated written contract modification, Additional Services compensation based upon the method and rates agreed upon by the parties in the negotiated written contract modification.

Firm will not, however, be compensated for work made necessary by Firm's negligent errors or omissions. In the event of any dispute over the classification of whether services are of the type described in Exhibit "A" - Scope of Services or whether they are Additional Services under this Agreement, the decision of the County will be final and binding on Firm.

It is expressly understood and agreed that Firm must not furnish any Additional Services without

the prior written authorization of the County. The County will have no obligation to pay for such Additional Services which have been rendered without the prior written authorization of the County as hereinabove required.

3. Term and Termination

3.1 This Agreement will have an initial term of forty-eight (48) months commencing as of the date of the last party's execution hereof unless terminated earlier as set out herein. The County reserves the right to extend this Agreement, by mutual agreement of both parties, as it deems to be in the best interest of the County. Any extension of this Agreement will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The total period of this Agreement, including all extensions, will not exceed a maximum combined period of seventy-two (72) months.

3.2 County may terminate this Agreement, with or without cause, upon not less than ten (10) calendar day's written notice to the Firm. County must pay Firm for all Services performed prior to termination upon the condition that Firm is not in breach of any of the covenants, terms and/or conditions of this Agreement or applicable Work Authorization as of the effective date of termination.

3.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party must deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party will be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

4. Payment, Interest, Compensation and Taxes

The Services will be charged to County at the hourly rates set forth below not including travel or other reimbursable expenses. County agrees to pay Firm the fees set forth in each applicable Work Authorization. County will reimburse Firm for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved in writing by County prior to being incurred and comply with the Williamson County Vendor Reimbursement Policy. County shall not be obligated to pay any travel and out-of-pocket expenses that are incurred by Firm for which County did not consent to in advance and in writing or that do not comply with the Williamson County Vendor Reimbursement Policy.

Semi-monthly during the performance of the services to be provided under this Agreement and applicable Work Authorization(s), Firm shall submit a sworn statement to the County, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services which were completed by Firm during such period, the compensation which is due, plus the amounts payable under Section 2 (Additional Services and Charges) which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors or subconsultants for which the Firm seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Firm certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

The County shall review the statements within thirty (30) days of receipt and approve them with such modifications, if any, as it deems appropriate. The County shall pay each statement within thirty (30) days after the County's approval; provided, however, that the approval or payment of any statement shall not be considered to be evidence of performance by the Firm to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

4.1 **Interest and Late Payments.** Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Firm, County shall notify Firm of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of Firm, Firm shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Firm beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, Firm shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

The maximum amount payable for the performance of all Services and the reimbursement of all expenses under this Agreement, without written modification, must not exceed $_3,800,000.00_ ("Not to Exceed Amount"). Any amounts paid or payable will be paid pursuant to a validly issued Work Authorization or Change Requests related thereto. In no event may the aggregate amount of compensation and reimbursement authorized under Work Authorizations and Change Requests exceed the Not to Exceed Amount.

4.2 The hourly rates shall be as follows:

Rifeline LLC (prime provider)	
Principal	$242.42
Public Involvement Director	$218.18
Sr. Public Involvement Officer	$193.94
Public Involvement Manager	$169.70
Public Involvement Officer	$145.45
Public Involvement Specialist	$133.33
Designer/Developer	$121.21
Jr. Public Involvement Officer	$90.91
Administrative	$60.61

Buie & Co (sub provider)	
Principal	$242.42
Public Involvement Director	$218.18
Sr. Public Involvement Officer	$193.94
Public Involvement Manager	$169.70
Public Involvement Officer	$145.45
Public Involvement Specialist	$133.33
Designer/Developer	$121.21
Jr. Public Involvement Officer	$90.91
Administrative	$60.61

CD&P (sub provider)	
Principal	$242.42
Public Involvement Director	$218.18
Sr. Public Involvement Officer	$193.94
Public Involvement Manager	$169.70
Public Involvement Officer	$145.45
Public Involvement Specialist	$133.33
Designer/Developer	$121.21
Jr. Public Involvement Officer	$90.91
Administrative	$60.61

Hourly rates include office overhead, employee salary and benefits, and company profits.

Provider Name: Rifeline, LLC (prime provider)		
Other Direct Expenses		
Item/Service Description	**Unit**	**Rate**
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	$0.15
Photocopies Color 11x17	each	$1.25
Photocopies Color 8.5x11	each	$1.00
Photocopies B&W 11x17	each	$0.25
Color Graphics on Foam Board	square foot	$20.00
Plots (B/W on Bond)	square foot	$1.00
Plots (Color on Bond)	square foot	$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

Provider Name: Buie & Co (sub provider)		
Other Direct Expenses		
Item/Service Description	**Unit**	**Rate**
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	$0.15
Photocopies Color 11x17	each	$1.25
Photocopies Color 8.5x11	each	$1.00
Photocopies B&W 11x17	each	$0.25
Color Graphics on Foam Board	square foot	$20.00
Plots (B/W on Bond)	square foot	$1.00
Plots (Color on Bond)	square foot	$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

Provider Name: CD&P (sub provider)		
Other Direct Expenses		
Item/Service Description	**Unit**	**Rate**
Mileage	mile	Current IRS rate
Postage	letter	Current postal rate
Certified Letter Return Receipt	each	Current postal rate
Photocopies B&W 8.5x11	each	$0.15
Photocopies Color 11x17	each	$1.25
Photocopies Color 8.5x11	each	$1.00
Photocopies B&W 11x17	each	$0.25
Color Graphics on Foam Board	square foot	$20.00
Plots (B/W on Bond)	square foot	$1.00
Plots (Color on Bond)	square foot	$1.75
Newspaper Advertisement	per publication	Actual expenses
Court Reporter	day	Actual expenses
Written Translation Services	hourly	Actual expenses
Custodian for Public Involvement	hour/custodian	Actual expenses
Venue/Facility Rental	4 hours	Actual expenses
Table/chair rental for events	event	Actual expenses
Public Notices - Mass Mailing (500 pieces)	per mailing	Actual expenses
Public Notices - Mass Mailing with Self Addressed Return Envelope (500 pieces)	per mailing	Actual expenses
Brochure Printing	each	Actual expenses
Postcard Printing	each	Actual expenses
Meeting Signage	event	Actual expenses
Public Involvement Graphic Art	hourly	Actual expenses
Video for Public Involvement	event	Actual expenses
Banners	each	Actual expenses
Audio - Equipment Rental	each	Actual expenses
Audio - Visual Equipment Rental	event	Actual expenses
Sound Technician for Public Involvement	event	Actual expenses

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." Firm 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 Firm 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.

4.3 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Firm with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Firm to County under this Agreement will remain Firm's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Firm's request. Except as otherwise required by law, County may not disclose, without Firm's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Firm will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Firm may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same will not be of any force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and

employees shall have no liability or obligation to Firm for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Firm in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Indemnification

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, FIRM 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 INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF FIRM, 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. FIRM 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, FIRM 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") 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 FIRM 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.

8. Change Requests

County or Firm may request changes to the Services to be performed under an applicable Work Authorization by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule or changes to key final decisions, or, any extra work by Firm necessitated by County not meeting its obligations or preventing Firm from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;
iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

9. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys' fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. Insurance Requirements

Firm shall maintain in full force and effect worker's compensation insurance, professional liability insurance, and general liability insurance during the entire term of this Agreement, in the amount set forth in Exhibit "C" - Insurance Requirements and shall instruct and authorize insurer to immediately notify County directly in the event that any said policy coverage is changed or terminated. The insurance required under this provision shall be purchased from a reliable company licensed or authorized to do business in Texas. Proof of required insurance shall be submitted on Certificate(s) of Insurance and Endorsement(s) issued to County, as required in Exhibit "C".

Firm shall require that any and all other contractors and/or consultants engaged or employed by Firm carry and maintain the same insurance and coverages in relation to the services to be rendered by such contractors and/or consultants. Firm shall submit to County proof of such insurance. The maintenance in full current force and effect of such form and amount of insurance, in such amount as County shall have accepted, shall be a condition precedent to the Firm's exercise or enforcement of any rights under this Agreement. The insurance policies shall incorporate a provision requiring

written notice to the County at least ten (10) calendar days prior to any cancellation, non-renewal or material modification of the policies.

11. General

11.1 Days. All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

11.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

11.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.4 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

11.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

11.6 No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

11.7 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States

County's Right to Audit. Firm agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Firm which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Firm agrees that County shall have access during normal working hours to all necessary Firm facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Firm reasonable advance notice of intended audits.

11.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Firm understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.9 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of a Work Authorization issued under this agreement, the terms and conditions of this Agreement shall control.

11.10 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.

11.11 Entire Agreement.

The following documents shall comprise of all the documents that are relevant to the Services to be provided (the "Contract Documents"):

1. This Agreement between County and Firm;
2. Addenda issued prior to the Effective Date of this Agreement;
3. Firm's Proposal submitted in response to Williamson County RFP #25RFP30 Public Involvement ("Contractor's Proposal");
4. The Request for Proposal documents defined in Williamson County RFP #25RFP30 Public Involvement ("RFP"); and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between County and Firm;
2. Addenda issued prior to the Effective Date of this Agreement;
3. The RFP;
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.
5. The Contractor's Proposal; and

This Agreement represents the entire agreement between the parties and supersedes any and all prior

or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this Agreement is last signed below.

FIRM:

Rifeline, LLC

By: Sydney Moore

Printed Name: Sydney Moore

Title: July 7, 2025

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

APPROVED
By Christen Eschberger at 4:39 pm, Jul 15, 2025

EXHIBIT "A"

SCOPE OF SERVICES

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

* Maintain project-specific stakeholder contact database, including but not limited to:
    Businesses
    Chambers of Commerce and economic development groups
    Residents and/or neighborhood associations
    MUD's
    Schools Hospitals
    City or other governmental entity Staff
    Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
    Fact sheets
    FAQ's
    Mapping exhibits (aerial, where available)
    Project Typical Sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Department, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Provide project photos, videos and drone photography for presentations.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentations to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings, open houses, and property owners.

* Prepare and conduct public hearings including legal notices for public hearings

EXHIBIT "B"

Work Authorization No._____(TEMPLATE)

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, _____ ("Firm") on _____ _____, 20___ (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   _____

   _____

   _____

   _____

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   _____

   _____

   _____

   _____

3. **Compensation Specific to this WA:**

   The maximum amount of compensation payable for Services under this WA without modification is $_____.

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of $ _____ for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before _____ _____, 20_____

7. Incorporation by Reference; Conflicting Terms and Conditions:

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

FIRM:

Rifeline, LLC

By: _____

Printed Name: Sydney Moore

Title: President

Date: _____ ____, 20___

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

EXHIBIT "C"
INSURANCE REQUIREMENTS

Firm must comply with the following insurance requirements at all times during this Agreement:

A. Coverage Limits. Firm, at Firm's sole cost, shall purchase and maintain during the entire term while this Agreement 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 Services, Firm shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. As further set out below, Firm shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Firm 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 Firm. Firm shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Firm 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. Firm shall be responsible for payment of premiums for all of the insurance coverages required under this section. Firm further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Firm is responsible hereunder, Firm shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Firm'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 Firm, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

J. Subcontractor/Subconsultant's Insurance (To the Extent Applicable). Without limiting any of the other obligations or liabilities of Firm, Firm shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Firm'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 Firm's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Firm hereunder.

Firm shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Firm

must retain the Certificates of Insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these Certificates of Insurance.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Firm shall be borne solely by Firm.

EVALUATION - Public Involvement
25RFP30
May 2, 2025

5 Firms

Mandatory Criteria	Maximum Score Points	Allied Supply Chain Support & Svcs, Inc.	Chickenango Marketing Solutions, Inc.	Cortez Consulting	H2O Partners, Inc.	Rifeline
Experience of proposed Project Manager	**50**	25	25	30	25	45
Experience of proposed Project Team including Sub-Consultants	**50**	25	25	25	20	45
Availability of Project Manager and Staff including Sub-Consultants	**50**	20	15	25	30	45
Quality and sufficiency of work product listed under Item 6 of Proposal	**50**	25	30	25	25	45
Understanding of proposed contract scope and previous performance on Williamson County projects	**50**	25	25	25	20	50
Cost Proposal	**50**	30	30	30	30	40
TOTAL	**300**	**150**	**150**	**160**	**150**	**270**

[redacted]

May 2, 2025

Rifeline, LLC
Mr. Rob Faubion
1949 S IH 35 Frontage Rd., Suite 105
Austin, TX 78741

Re: 25RFP30 Public Involvement

Dear Mr. Faubion,

Thank you for taking time to submit a Public Involvement Proposal for Williamson County. Based on your team's excellent Proposal, Williamson County has selected your firm to enter into contract negotiations for the project.

Please note that a Professional Services Agreement with Williamson County is no guarantee of work. All contracts must be approved by Williamson County Commissioners Court.

Congratulations on your selection. We look forward to working with you on this important project.

Sincerely,

Russ Boles
County Commissioner, Precinct No 4

Cc: Robert B. Daigh, P.E., Senior Director of Infrastructure
Kate Wilder, P.E., HNTB

Williamson County
Commissioner Precinct 4
3001 Joe DiMaggio Blvd., Unit 1300
Round Rock, TX 78665
512.943.3761

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:
2025-1337121

Date Filed:
07/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rifeline, 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.
25RFP30 - Road Bond
Public involvement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Moore, Sydney	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Sydney Moore, and my date of birth is [redacted].

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

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

Executed in Travis County, State of Texas, on the 18 day of July (month), 20 25 (year).

Sydney Moore

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:
2025-1337121

Date Filed:
07/15/2025

Date Acknowledged:
07/18/2025

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

Rifeline, 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.

25RFP30 - Road Bond
Public involvement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Moore, Sydney	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 _____, _____, _____, _____, _____.
(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 **57.**

Meeting Date: 07/29/2025

25IFB57 SH195 at Ronald Reagan Blvd - Notice of Intent (NOI)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Notice of Intent (NOI) for Stormwater Discharge associated with the Construction Activity under TPDES Construction General Permit (TXR150000) for 25IFB57 - SH195 at Ronald Reagan Blvd, a Road Bond program in Commissioner Pct. 3 Project: P358 Funding Source: 2019 Road Bond.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit (TXR150000), as required by the Texas Commission on Environmental Quality (TCEQ), before commencing Soil disturbing activities on any construction project that will disturb more than five (5) acres of land. TCEQ has transitioned to an electronic submittal process, and this application will be signed and submitted electronically pending approval by the Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

25IFB57-SH195-NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 10:27 AM
Form Started By: Julissa Vasquez		Started On: 07/24/2025 08:07 AM
Final Approval Date: 07/24/2025		

Texas Commission on Environmental Quality

Construction Notice of Intent

Site Information (Regulated Entity)

What is the name of the site to be authorized?	SH195 at Ronald Reagan Blvd.
Does the site have a physical address?	No
Because there is no physical address, describe how to locate this site:	Intersection of SH195 and Ronald Reagan
City	Georgetown
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.######)	30.757006
Longitude (W) (-###.######)	-97.72
Primary SIC Code	1611
Secondary SIC Code	
Primary NAICS Code	
Secondary NAICS Code	

Regulated Entity Site Information

What is the Regulated Entity's Number (RN)?	
What is the name of the Regulated Entity (RE)?	SH195 at Ronald Reagan Blvd.
Does the RE site have a physical address?	No
Because there is no physical address, describe how to locate this site:	Intersection of SH195 and Ronald Reagan
City	Georgetown
State	TX
ZIP	78633
County	WILLIAMSON
Latitude (N) (##.######)	30.757006
Longitude (W) (-###.######)	-97.72
Facility NAICS Code	
What is the primary business of this entity?	Government

Customer (Applicant) Information

How is this applicant associated with this site?	Operator
What is the applicant's Customer Number (CN)?	CN600897888
Type of Customer	County Government

Full legal name of the applicant:

Legal Name	Williamson County
Texas SOS Filing Number	
Federal Tax ID	746000978
State Franchise Tax ID	

State Sales Tax ID	
Local Tax ID	
DUNS Number	
Number of Employees	501+
Independently Owned and Operated?	No
I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas.	Yes

Responsible Authority Contact

Organization Name	Williamson County
Prefix	
First	Steve
Middle	
Last	Snell
Suffix	
Credentials	
Title	County Judge

Responsible Authority Mailing Address

Enter new address or copy one from list:	
Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5129431577
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	aschiele@wilco.org

Application Contact

Person TCEQ should contact for questions about this application:

Same as another contact?	
Organization Name	HNTB Companies
Prefix	
First	Julissa
Middle	
Last	Romero
Suffix	
Credentials	
Title	Construction Contract Administrator
Enter new address or copy one from list:	CN600897888, Williamson County

Mailing Address

Address Type	Domestic
Mailing Address (include Suite or Bldg. here, if applicable)	101 E OLD SETTLERS BLVD STE 225
Routing (such as Mail Code, Dept., or Attn:)	
City	ROUND ROCK
State	TX
ZIP	78664
Phone (###-###-####)	5125348178
Extension	
Alternate Phone (###-###-####)	
Fax (###-###-####)	
E-mail	juromero@hntb.com

CNOI General Characteristics

1) Is the project or site located on Indian Country Lands?	No
2) Is the project or site associated to a facility that is licensed for the storage of high-level radioactive waste by the United States Nuclear Regulatory Commission under 10 CFR Part 72?	No
3) Is your construction activity associated with an oil and gas exploration, production, processing, or treatment, or transmission facility?	No
4) Is the project or site associated to a quarrying facility that is located within either the John Graves Scenic Riverway or Coke Stevenson Scenic Riverway, as defined in 30 TAC 311.71?	No
5) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?	1611
6) If applicable, what is the Secondary SIC Code(s)?	
7) What is the total number of acres that the construction project or site will disturb under the control of the primary operator?	5.57
8) What is the construction project or site type?	Highway or Road
9) Is the project part of a larger common plan of development or sale?	No
10) What is the estimated start date of the project?	08/08/2025
11) What is the estimated end date of the project?	12/31/2026
12) Will concrete truck washout be performed at the site?	Yes
13) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?	Berry Creek
14) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?	1248
15) Is the discharge into a Municipal Separate Storm Sewer System (MS4)?	No
16) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, as defined in 30 TAC Chapter 213?	Yes
16.1) I certify that the copy of the TCEQ-approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) that is included or referenced in the Stormwater Pollution Prevention Plan will be implemented.	Yes

17) I certify that a stormwater pollution prevention plan (SWP3) has been developed, will be implemented prior to construction, and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator.	Yes
18) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000).	Yes
19) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed.	Yes

Commissioners Court - Regular Session **58.**

Meeting Date: 07/29/2025

PI Services (Road Bond) - Rifeline - WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 1 to the Public Involvement Services (Road Bond Program) contract executed July 29, 2025, between Williamson County and Rifeline, LLC relating to the Road Bond Program. Project: On-Call Fund Source: Road Bonds.

Background

This Work Authorization No. 1 is for public involvement services for projects on the Road Bond Program in the amount of $750,000.00 and terminates on July 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PI Services (Road Bond) - Rifeline - WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:41 AM
Form Started By: Ragan Riggs		Started On: 07/23/2025 02:14 PM
Final Approval Date: 07/24/2025		

Work Authorization No.1

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, Rifeline, LLC ("Firm") on July 29, 2025 (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   The Firm will provide the service outlined in the Master Contract Exhibit A – Scope of Services on an as needed basis by request of the County and GEC team for Projects identified under the Road Bond Programs.

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings As necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA:**

   The maximum amount of compensation payable for Services under this WA without modification is $ 750,000.00 .

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of $ $10,000.00 for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before July 31, 2026

7. **Incorporation by Reference; Conflicting Terms and Conditions:**

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

FIRM:

Rifeline, LLC

By: Sydney D Moore

Printed Name: Sydney Moore

Title: President

Date: July 22, 20 25

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

APPROVED
By Christen Eschberger at 10:15 am, Jul 23, 2025

EXHIBIT "A"
SCOPE OF SERVICES

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

* Maintain project-specific stakeholder contact database, including but not limited to:
    Businesses
    Chambers of Commerce and economic development groups
    Residents and/or neighborhood associations
    MUD's
    Schools Hospitals
    City or other governmental entity Staff
    Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
    Fact sheets
    FAQ's
    Mapping exhibits (aerial, where available)
    Project Typical Sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Department, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Provide project photos, videos and drone photography for presentations.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentations to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings, open houses, and property owners.

* Prepare and conduct public hearings including legal notices for public hearings

Commissioners Court - Regular Session **59.**

Meeting Date: 07/29/2025

PI Services (Corridor) - Rifeline - WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Public Involvement Services (Corridor Program) contract executed July 29, 2025, between Williamson County and Rifeline, LLC relating to the LTP Corridor Program. Project: On-Call Fund Source: LTP Corridor.

Background

This Work Authorization No. 2 is for public involvement services for projects on the LTP Corridor Program in the amount of $150,000.00 and terminates on July 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PI Services (Corridor) - Rifeline - WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 09:43 AM
Form Started By: Ragan Riggs		Started On: 07/23/2025 02:16 PM
Final Approval Date: 07/24/2025		

Work Authorization No. 2

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, Rifeline, LLC ("Firm") on July 29, 2025 (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   The Firm will provide the service outlined in the Master Contract Exhibit A – Scope of Services on an as needed basis by request of the County and GEC team for Projects identified under the LTP Corridor Program.

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings As necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA:**

   The maximum amount of compensation payable for Services under this WA without modification is $ 150,000.00 .

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of $ 10,000.00 for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before July 31, 2026

7. **Incorporation by Reference; Conflicting Terms and Conditions:**

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

FIRM:

Rifeline, LLC

By: Sydney D Moore

Printed Name: Sydney Moore

Title: President

Date: July 22, 20 25

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

APPROVED
By Christen Eschberger at 10:15 am, Jul 23, 2025

EXHIBIT "A"
SCOPE OF SERVICES

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

* Maintain project-specific stakeholder contact database, including but not limited to:
    Businesses
    Chambers of Commerce and economic development groups
    Residents and/or neighborhood associations
    MUD's
    Schools Hospitals
    City or other governmental entity Staff
    Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
    Fact sheets
    FAQ's
    Mapping exhibits (aerial, where available)
    Project Typical Sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Department, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Provide project photos, videos and drone photography for presentations.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentations to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings, open houses, and property owners.

* Prepare and conduct public hearings including legal notices for public hearings

Commissioners Court - Regular Session **60.**

Meeting Date: 07/29/2025

PI Services (Road and Bridge – CR 201) – Rifeline – WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the Public Involvement Services (Road and Bridge Program – CR 201) contract executed July 29, 2025, between Williamson County and Rifeline, LLC relating to the Road and Bridge Program. Project: On-Call Fund Source: Road and Bridge

Background

This Work Authorization No. 2 is for public involvement services for projects on the Road and Bridge Program for the CR 201 project in the amount of $40,000.00 and terminates on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PI Services (Road and Bridge – CR 201) – Rifeline – WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:36 AM
Form Started By: Ragan Riggs		Started On: 07/24/2025 11:22 AM
Final Approval Date: 07/24/2025		

Work Authorization No. 2

This Work Authorization ("WA") is made pursuant to the terms and conditions of the Public Involvement Services Agreement executed by and between Williamson County, Texas ("County") and, Rifeline, LLC ("Firm") on July 29, 2025 (the "Agreement") and describes the particular Services that shall be provided to County by Firm hereunder.

1. **Primary Services to Be Provided by Firm to County:**

   Firm shall provide the following Services to County:

   The Firm will provide the service outlined in the Master Contract Exhibit A – Scope of Services on an as needed basis by request of the County and GEC team for CR 201 Phase 1 From CR 200 to Umbrella Sky.

2. **County's Responsibilities (if applicable):**

   County shall provide the following:

   The County will provide direction to the public involvement team, availability for meetings As necessary, review and approval of strategy and materials.

3. **Compensation Specific to this WA:**

   The maximum amount of compensation payable for Services under this WA without modification is $ 40,000.00 .

4. **Expenses Specific to this WA (if applicable):**

   The County will pay the Firm up to a maximum amount of $ 2,000.00 for expenses actually incurred during the performance of the Services to be performed under this WA.

5. **Payment Terms:**

   All invoices are due and payable in accordance with the terms of the Agreement.

6. **Time for Performance Specific to this WA:**

   The Services to be performed under this WA shall be completed on or before September 30, 2025

7. **Incorporation by Reference; Conflicting Terms and Conditions:**

All terms and conditions of the Agreement are hereby incorporated herein by reference as though they were fully set forth herein. To the extent that any of the terms and conditions of the Agreement conflict with the terms and conditions of this WA, the terms and conditions of the Agreement shall control unless this WA specifically states that the parties intend to modify a specific terms or condition of the Agreement.

WITNESS WHEREOF each County and Firm has caused its authorized representatives to execute and deliver this WA effective as of the date which this WA is last signed below.

FIRM:

Rifeline, LLC

By: Sydney J Moore

Printed Name: Sydney Moore

Title: President

Date: July 22, 20 25

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20___

APPROVED
By Christen Eschberger at 8:07 am, Jul 24, 2025

EXHIBIT "A"
SCOPE OF SERVICES

The following describes the Services that shall be provided and accomplished by Firm pursuant to the terms and conditions of the Agreement:

* Maintain project-specific stakeholder contact database, including but not limited to:
    Businesses
    Chambers of Commerce and economic development groups
    Residents and/or neighborhood associations
    MUD's
    Schools Hospitals
    City or other governmental entity Staff
    Others as determined appropriate

* Coordinate with the project team regarding project development and construction management, and stakeholder notification needs.

* Prepare and distribute regular project updates to stakeholder contact databases.

* Prepare and distribute project-specific stakeholder information packets in-person, electronically and/or by the U.S. Postal Service mail. Information packets would include but not limited to:
    Fact sheets
    FAQ's
    Mapping exhibits (aerial, where available)
    Project Typical Sections

* Provide project update and stakeholder information packet information for inclusion into existing organization newsletters and member communications.

* Develop, in cooperation with County's Public Affairs Department, project specific website pages to be posted to the County's website, road bond website or specific project site.

* Provide project photos, videos and drone photography for presentations.

* Develop and monitor telephone hotline and email-based project information systems or respond to questions or requests from these sources.

* Develop and make presentations to various organizations (e.g., HOA's, PTA's, etc.) as directed by project team.

* Prepare and conduct public meetings, open houses, and property owners.

* Prepare and conduct public hearings including legal notices for public hearings

Commissioners Court - Regular Session **61.**

Meeting Date: 07/29/2025

Corridor H 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 Settment Agreement with Bustle Investment Group, LLC et al. to acquire 0.366 AC and 0.352 AC needed as right of way on the Sam Bass Road/Corridor H project. (Parcels 4 & 5) Funding Source: Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:29 AM
Form Started By: Don Childs		Started On: 07/23/2025 04:02 PM
Final Approval Date: 07/24/2025		

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986

John@scrrlaw.com

July 17, 2025

Via e-mail: clough@barronadler.com
Chris Clough
Glorieni Azeredo
Barron Adler Clough & Oddo, PLLC
808 Nueces Street
Austin, Texas 78701
ATTORNEYS FOR CONDEMNEE
BUSTLE INVESTMENT GROUP, LLC

RULE 11 SETTLEMENT AGREEMENT

Re: 1) *Williamson County, Texas v. Bustle Investment Group, LLC, et al.*; Cause No. 21-0231-CC2; filed in the County Court at Law No. Two of Williamson County, Texas; Corridor H project; Parcel 4 ; and 2) *Williamson County, Texas v. Bustle Investment Group, LLC, et al.*; Cause No. 21-0232-CC3; filed in the County Court at Law No. three of Williamson County, Texas; Corridor H project; Parcel 5.

Dear Mr. Clough:

This letter will serve as a Rule 11 Settlement Agreement ("Agreement") between Williamson County, Texas ("Condemnor") and Bustle Investment Group, LLC (hereinafter "Condemnee"), (collectively the "Parties") as to the following:

1. This Rule 11 Settlement Agreement is for the resolution of the above referenced condemnation cases brought by the Condemnor.

2. Cause No. 21-0231-CC2, Parcel 4:

   a. Condemnor agrees to pay the total compensation amount of $265,553.00 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 the case under Cause No. 21-0231-CC2, including, but not limited to, compensation for Condemnor's fee simple acquisition, described in Exhibit "A" ("Parcel 4") attached hereto, damages to the remainder, if any, and any costs to cure.

   b. The Parties agree to settle this condemnation case for the acquisition of Parcel 4 via an agreed or final judgment for the total compensation amount of $265,553.00.

c. The Parties agree that $265,553.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit of the funds previously paid pursuant to the Award and/or PUA in this case.

d. Post-judgment interest, if any, is tolled for a period of 60 days after the Court signs a judgment in this case. If Condemnor fails to pay the remaining balance owed after credits from the award and/or PUA payments within the 60 days of the Court signing a judgment in this case, then Condemnees shall be entitled to post-judgment interest only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

e. Plaintiff shall make such payment by wire transfer, check, or warrant payable to "Barron, Adler, Clough & Oddo, PLLC, Client Trust Account, FBO Bustle Investment Group, LLC," and if applicable, deliver such payment to Barron, Adler, Clough & Oddo, PLLC, at 808 Nueces Street, Austin, Texas 78701; and that 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 Williamson County, Texas. In the event Condemnee is unable to provide necessary documents to effectuate payment, or be available to accept payment, as directed above, Condemnor may deposit the unpaid balance in the registry of the Court to satisfy payment obligations.

f. Condemnor's sole compensation obligation shall be the total payment of $265,553.00 for Parcel 4. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to Condemnor.

3. Cause No. 21-0232-CC3, Parcel 5:

a. Condemnor agrees to pay the total compensation amount of $173,447.00 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 the case under Cause No. 21-0232-CC3, including, but not limited to, compensation for Condemnor's fee simple acquisition, described in Exhibit "B" ("Parcel 5") attached hereto, damages to the remainder, if any, and any costs to cure.

b. The Parties agree to settle this condemnation case for the acquisition of Parcel 5 via an agreed or final judgment for the total compensation amount of $173,447.00.

c. The Parties agree that $173,447.00 is the final and total compensation amount payable to all parties in this case and is inclusive of any pre-judgment interest. The Condemnor shall receive credit of the funds previously paid pursuant to the Award and/or PUA in this case.

d. Post-judgment interest, if any, is tolled for a period of 60 days after the Court signs a judgment in this case. If Condemnor fails to pay the remaining balance owed after credits from the award and/or PUA payments within the 60 days of the Court signing a judgment in this case, then Condemnees shall be entitled to post-judgment interest

only on the remaining balance that has not been paid at the statutory rate as of the date the judgment is signed by the Court until paid.

e. Plaintiff shall make such payment by wire transfer, check, or warrant payable to "Barron, Adler, Clough & Oddo, PLLC, Client Trust Account, FBO Bustle Investment Group, LLC," and if applicable, deliver such payment to Barron, Adler, Clough & Oddo, PLLC, at 808 Nueces Street, Austin, Texas 78701; and that 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 Williamson County, Texas. In the event Condemnee is unable to provide necessary documents to effectuate payment, or be available to accept payment, as directed above, Condemnor may deposit the unpaid balance in the registry of the Court to satisfy payment obligations.

f. Condemnor's sole compensation obligation shall be the total payment of $173,447.00 for Parcel 5. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to Condemnor.

4. If any party outside of this Agreement contests compensation and/or this settlement at any proceeding after this Agreement is fully executed in either case, Condemnor may terminate this contract, and the Parties may proceed with both lawsuits as if there had never been an agreement.

5. This agreement is contingent on final approval by Condemnor. 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 both cases as if there had never been an agreement.

6. This Agreement may be filed as a Rule 11 agreement in both cases.

7. The Parties bear their own cost of court as incurred.

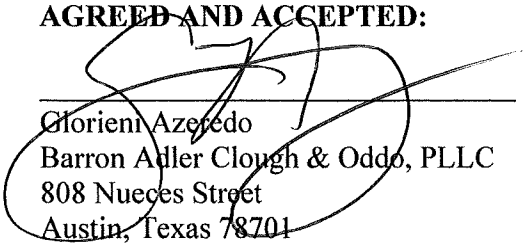
If this letter correctly sets forth the terms of our agreement and the settlement reached between Condemnor and Condemnees, please indicate by having the appropriate person execute this letter in the space indicated below and return it to my attention for filing with the Clerk.

Sincerely,

John L. Kelley
Sheets & Crossfield, PLLC
Attorney for Williamson County, Texas

[Signature pages follow]

AGREED AND ACCEPTED:



Glorieni Azevedo
Barron Adler Clough & Oddo, PLLC
808 Nueces Street
Austin, Texas 78701

ATTORNEY FOR CONDEMNEE
BUSTLE INVESTMENT GROUP, LLC

AGREED AND ACCEPTED:

Williamson County, Texas

By: _____

Print/title: _____

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.366 ACRE (15,941 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A LOT 4, SPANISH OAKS TERRACE, PHASE TWO, A SUBDIVSION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED SEPTEMBER 13, 2019 IN DOCUMENT NO. 2019092139, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.366 ACRE (15,941 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48, for the southwest corner of said Lot 4, same being the southeast corner of Lot 5 of said Spanish Oaks Terrace Subdivision, described as a called 4.34 acre tract of land in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 4 and Lot 3 of said Spanish Oaks Terrace Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2019125401, O.P.R.W.C.TX., a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said Lot 4 and said Lot 3, with the proposed west right-of-way line of said Sam Bass Road, over and across said Lot 4, the following two (2) courses and distances numbered 1-2:

1) N 20°42'48" W, a distance of 346.18 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 257+94.49, and

2) N 65°42'44" W, a distance of 102.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 136.78 feet right of Sam Bass Road E.C.S. 257+21.71 on the existing south right-of-way line of FM 1431 (E. Whitestone Blvd), a variable width right-of-way, recorded in Volume 875, Page 131, Deed Records of Williamson County, Texas (D.R.W.C.TX.), for the northwest corner of the parcel described herein, said point being the beginning of a curve to the right;

3) **THENCE** departing the proposed west right-of-way line of said Sam Bass Road with the existing south right-of-way line of said FM 1431 and said curve to the right, for an arc distance of 102.38 feet, through a central angle 00°46'41", having a radius of 7,539.44 feet, and a chord that bears N 69°10'22" E, a distance of 102.38 feet to a 5/8-inch iron rod found bent on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no recorded information found, for the northeast corner of said Lot 4 and the parcel described herein;

4) **THENCE** S 21°16'39" E, departing the existing south right-of-way line of said FM 1431, with the existing west right-of-way line of said Sam Bass, a distance of 419.43 feet to a calculated point, for the northeast corner of said Lot 3, same being the southeast corner of said Lot 4 and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

5) **THENCE** S 69°42'58" W, departing the existing west right-of-way line of said Sam Bass Road, with the common line of said Lot 4 and said Lot 3, a distance of 33.73 feet to the **POINT OF BEGINNING**, and containing 0.366 acre (15,941 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Marvin Dearbonne Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

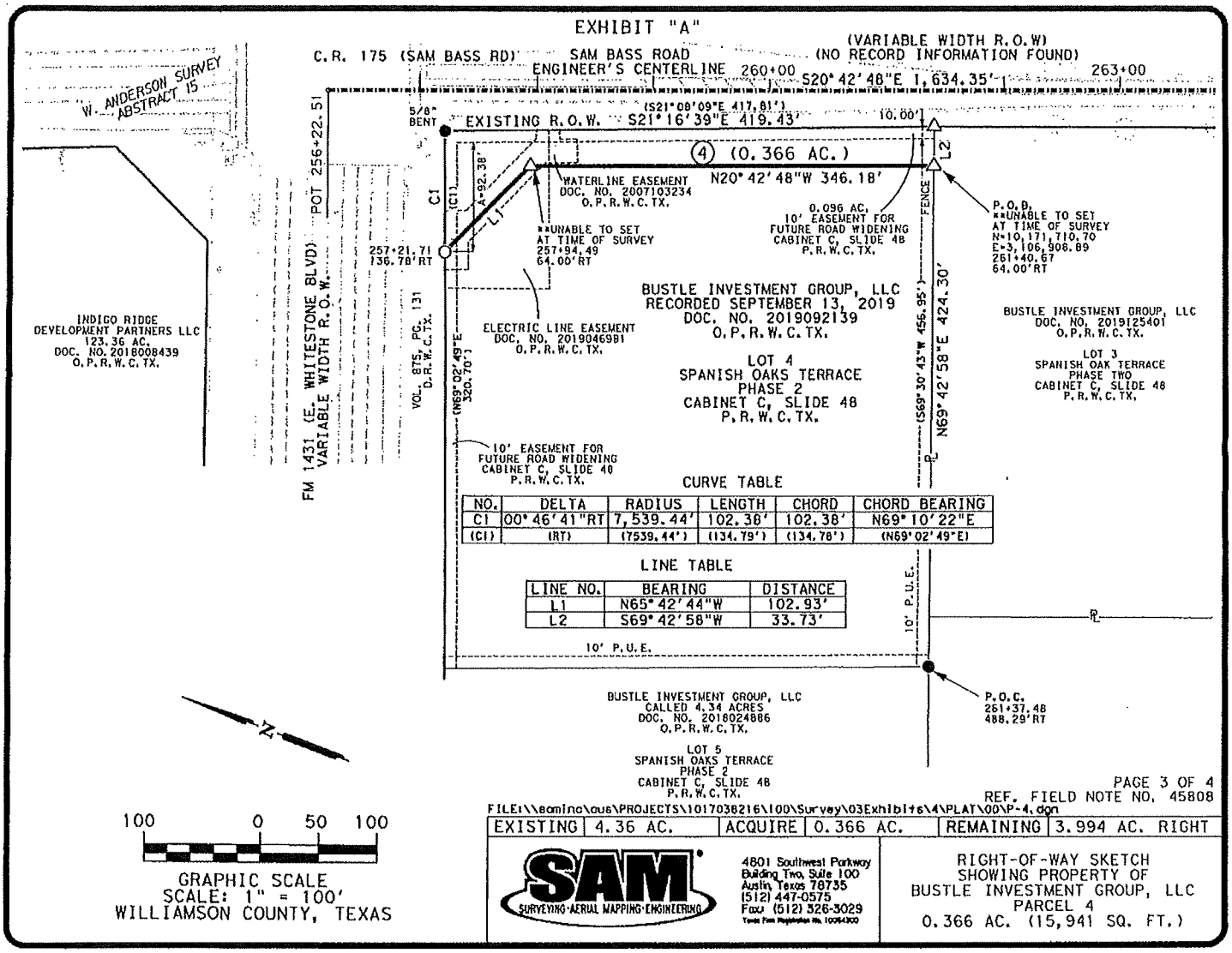
24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas



FN 45808

SAM Job No. 38216

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°46'41"RT	7,539.44'	102.38'	102.38'	N69°10'22"E
(C1)	(RT)	(7539.44')	(134.79')	(134.78')	(N69°02'49"E)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N65°42'44"W	102.93'
L2	S69°42'58"W	33.73'

REF. FIELD NOTE NO. 45808

FILE:\\bamino\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

EXHIBIT "A"

LEGEND

O	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
O	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--/---	DISTANCE NOT TO SCALE
---/---	DEED LINE (COMMON OWNERSHIP)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.

2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952115, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.

3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.

4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

** UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952115, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 1999038819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRIC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. ELECTRIC LINE EASEMENT TO LCRA TRANSMISISON SERVICES CORPORATION RECORDED IN DOCUMENT NO. 2019046981, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, AFFECTS AS SHOWN.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND, THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLY, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

REF. FIELD NOTE NO. 45808

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\4\PLAT\00\P-4.dgn

EXISTING	4.36 AC.	ACQUIRE	0.366 AC.	REMAINING	3.994 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 4
0.366 AC. (15,941 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

July 24, 2020

PROPERTY DESCRIPTION FOR PARCEL 5

DESCRIPTION OF A 0.352 ACRE (15,311 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. ANDERSON SURVEY, ABSTRACT 15, AND THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 3, SPANISH OAK TERRACE, PHASE TWO, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO BUSTLE INVESTMENT GROUP, LLC, RECORDED DECEMBER 11, 2019 IN DOCUMENT NO. 2019125401, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.352 ACRE (15,311 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 488.29 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 261+37.48 on the north line of Lot 15, of said Spanish Oaks Terrance Subdivision, described in a deed to M.A. Urbanczyk, Jr. & Linda G. Urbanczyk, recorded in Document No. 1999061910, O.P.R.W.C.TX., for the southwest corner Lot 4, of said Spanish Oak Terrace Subdivision, described in a deed to Bustle Investment, LLC, recorded in Document No. 2019092139, O.P.R.W.C.TX., same being the southeast corner of Lot 5, of said Spanish Oaks Terrance Subdivision, described in a deed to Bustle Investment Group, LLC, recorded in Document No. 2018024886, O.P.R.W.C.TX.;

THENCE N 69°42'58" E, with the common line of said Lot 15 and said Lot 4, a distance of 424.30 feet to a calculated point** (Surface Coordinates: N=10,171,710.70, E=3,106,908.89) 64.00 feet right of Sam Bass Road E.C.S 261+40.67 on the proposed west right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 69°42'58" E, departing the proposed west right-of-way line of said Sam Bass Road, continuing with the common line of said Lot 3 and said Lot 4, crossing at a distance of 23.73 feet the north line of a 10-feet wide Road Widening Easement show on the said Spanish Oaks Terrace subdivision plat, and continuing for a total distance of 33.73 feet to a calculated point on the existing west right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southeast corner of said Lot 4, same being the northeast corner of said Lot 3 and of the parcel described herein;

2) **THENCE** S 20°24'05" E, departing the common line of said Lot 3 and Lot 4, with the existing west right-of-way of said Sam Bass Road and the east line of said 10-feet wide Road Widening Easement, a distance of 471.88 feet to a 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY" (1/2-inch iron rod found but replaced with 5/8-inch iron with an aluminum cap stamped "WILLIAMSON COUNTY") set 32.84 feet right of Sam Bass Road E.C.S. 266+12.79 on the proposed west right-of-way line of said Sam Bass Road, for the northeast corner of Lot 2, of said Spanish Oak Terrace Subdivision, described in a deed to Amy Kwalwasser and Chris Kjeldsen, recorded in Book 2522, Page 494, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the southeast corner of Lot 3 and of the parcel described herein;

EXHIBIT "B"

County: Williamson
Parcel No.: 5
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

THENCE, departing the existing west right-of-way line of said Sam Bass Road, with the proposed west right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 3-4:

3) S 69°36'12" W, crossing at a distance of 10.00 feet the south line of said 10-feet wide Road Widening Easement, and continuing for a total distance of 31.16 feet to a calculated point** 64.00 feet right of Sam Bass Road E.C.S. 266+12.66, for the southwest corner of the parcel described herein, and

4) N 20°42'48" W, over and across said Lot 3, a distance of 471.95 feet to the **POINT OF BEGINNING**, and containing 0.352 acre (15,311 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

**Unable to set at time of survey, 5/8" iron rod with an aluminum cap stamped "Williamson County" may be set upon completion of the road construction project under the supervision of a registered professional land surveyor.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Marvin Dearbonne Jr, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

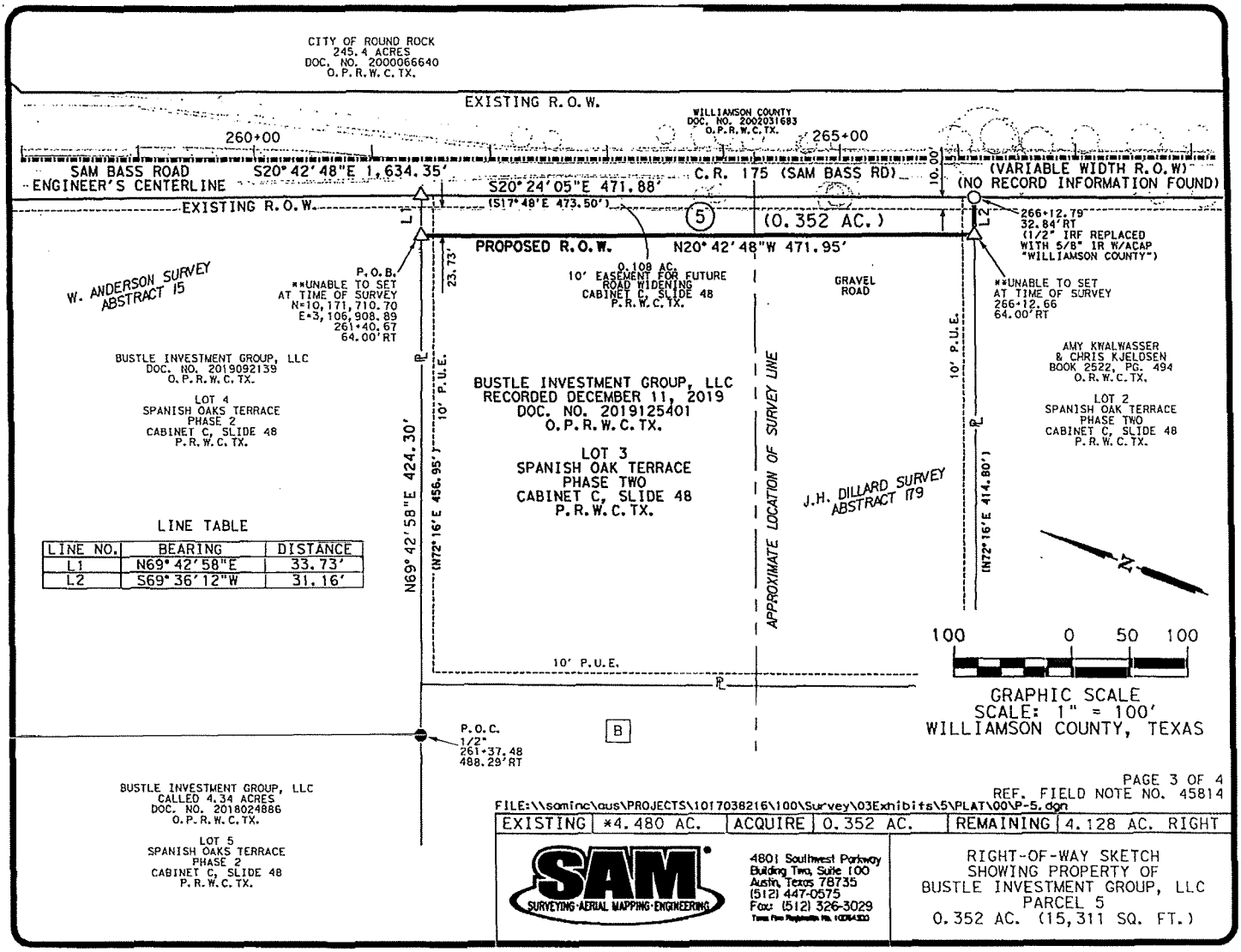
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

24 JULY 2020
Marvin Dearbonne Jr. Date
Registered Professional Land Surveyor
No. 5697 – State of Texas



FN 45814

SAM Job No. 38216



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69°42'58"E	33.73'
L2	S69°36'12"W	31.16'

REF. FIELD NOTE NO. 45814

FILE:\\saminc\aus\PROJECTS\101703821\6\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	*4.480 AC.	ACQUIRE	0.352 AC.	REMAINING	4.128 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 SQ. FT.)

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
○	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
--\/--··	DISTANCE NOT TO SCALE
---℄---	DEED LINE (COMMON OWNERSHIP)

[B]

M.A. URBANCZYK, JR.
& LINDA G. URBANCZYK
DOC. NO. 1999061910
O.P.R.W.C.TX.

LOT 15
SPANISH OAKS TERRACE
PHASE 2
CABINET C, SLIDE 48
P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITH THE BENEFIT OF TITLE REPORT, PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 1952118, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

▪ AREA CALCULATED BY SAM, LLC.

▪▪UNABLE TO SET AT TIME OF SURVEY, 5/8" IRON ROD WITH AN ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" MAY BE SET UPON COMPLETION OF THE ROAD CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
MARVIN DEARBONNE JR.
5697
PROFESSIONAL
LAND SURVEYOR

MARVIN DEARBONNE JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5697, STATE OF TEXAS

24 JULY 2020
DATE

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1952118, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE DECEMBER 23, 2019, AND ISSUED DATE JANUARY 3, 2020.

1. RESTRICTIVE COVENANTS: CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOCUMENT NO. 199938819, DOCUMENT NO. 2004067953, DOCUMENT NO. 2017024684, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SUBJECT TO.

10A. 10' IN WIDTH ALONG STREETSIDE PROPERTY LINES FOR FUTURE ROAD WIDENING EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

B. 10' IN WIDTH ALONG ALL BOUNDARY LINES FOR PUBLIC UTILITIES EASEMENT RECORDED IN CABINET C, SLIDE 48, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

C. ELECTRC/TELEPHONE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN VOLUME 601, PAGE 107, DEED RECORDS OF WILLIAMON COUNTY, TEXAS, UNPLOTTABLE, MAY AFFECT.

D. WATERLINE EASEMENT TO CITY OF ROUND ROCK, TEXAS RECORDED IN DOCUMENT NO. 2007103234, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, DOES NOT AFFECT.

E. TERMS, CONDITITIONS, AND STIPULATIONS IN THE INTERLOCAL AGREEMENT AS EVIDENCED IN AMENDMENT RECORDED IN DOCUMENT NO. 2006047401, OFFICIAL PUBLIC RECORDS OF WILLIAMON COUNTY, TEXAS, SUBJECT TO.

F. ANY AND ALL PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY.

G. ALL LEASES, GRANTS, EXCEPTION OR RESERVATION OF COAL, LIGNITE, OIL, GAS AND OTHER MINERAL, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

H. RIGHTS OF PARTIES IN POSSESSION. (OWNER POLICY)

I. ANY VISIBILE AND APPARENT EASEMENT, EITHER PUBLIC OR PRIVATE, LOCATED ON OR ACROSS THE LAND. THE EXISTENCE OF WHICH IS NOT DISCLOSED BY THE PUBLIC RECORDS AS HEREIN DEFINED.

J. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

K. RIGHT OF TENANTS, AS TENANTS ONLU, UNDER ANY AND ALL UNRECORDED LEASES OR RENTAL AGREEMENTS.

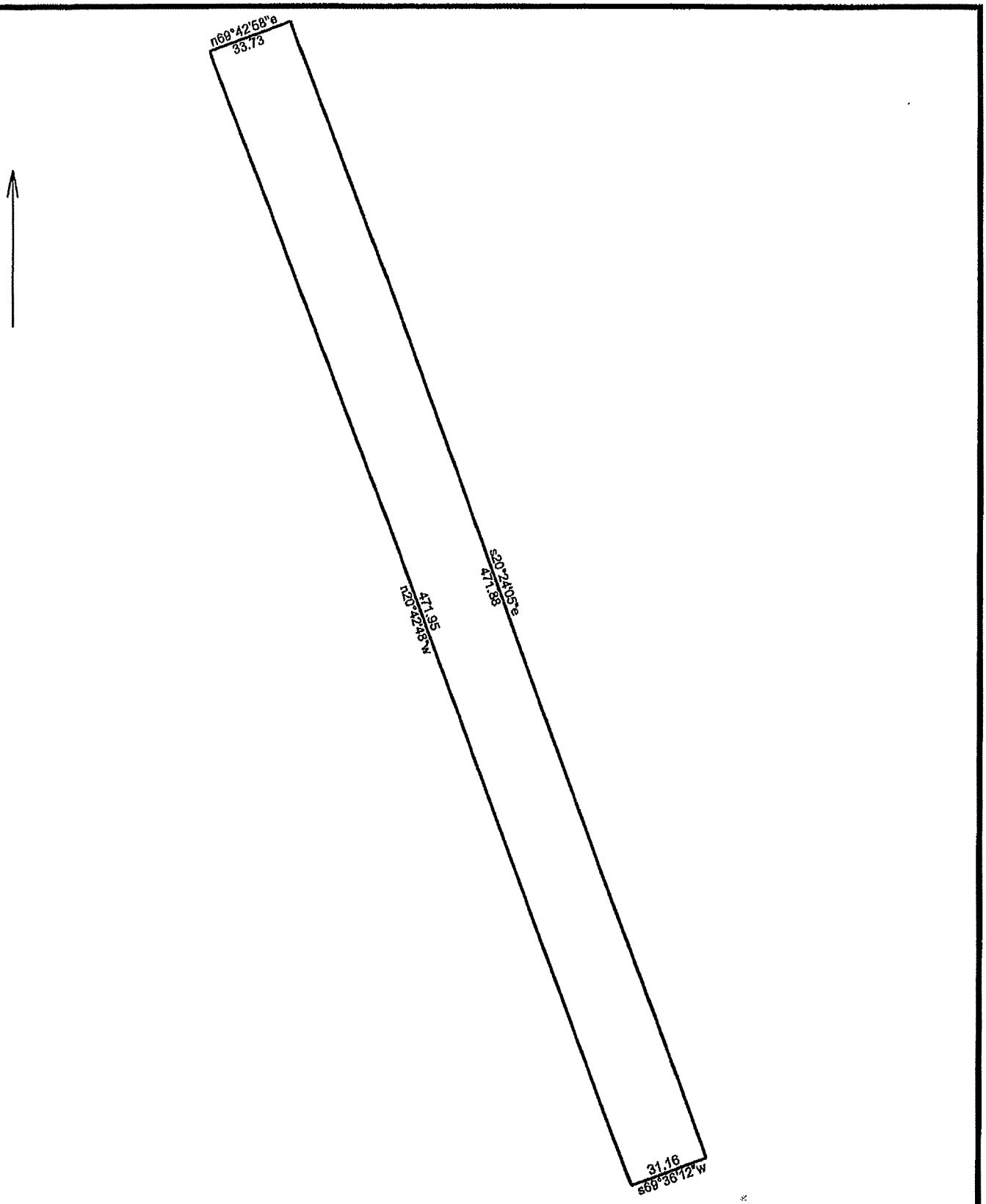
REF. FIELD NOTE NO. 45814

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\5\PLAT\00\P-5.dgn

EXISTING	ACQUIRE	REMAINING
*4.480 AC.	0.352 AC.	4.128 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
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Texas Firm Registration No. 10064300

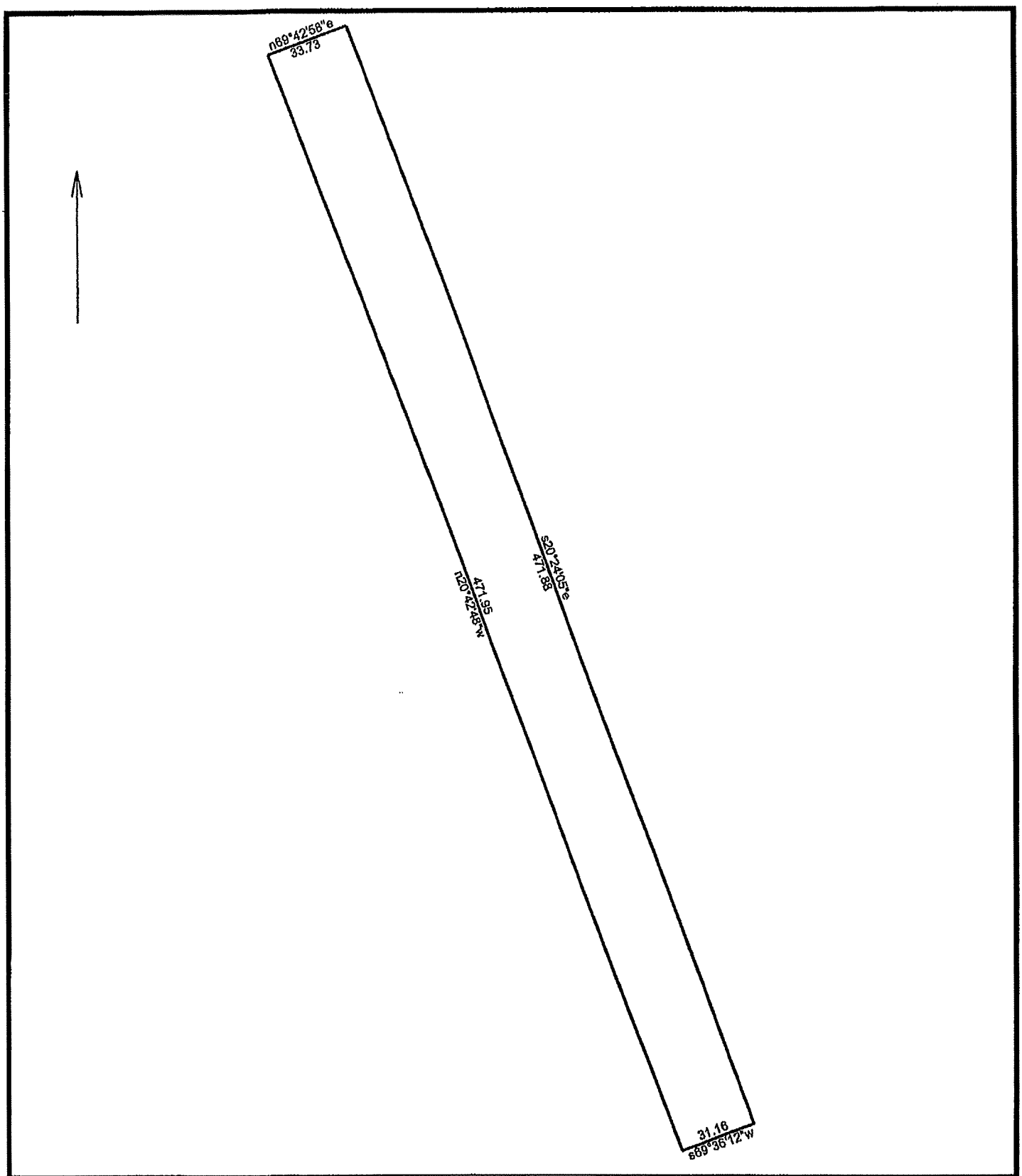
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
BUSTLE INVESTMENT GROUP, LLC
PARCEL 5
0.352 AC. (15,311 SQ. FT.)



	10/14/2019
Scale: 1 inch= 51 feet	File: P-5-FN.ndp

Tract 1: 0.3515 Acres (15311 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/278238), Perimeter=1009 ft.

01 n69.4258e 33.73
02 s20.2405e 471.88
03 s69.3612w 31.16
04 n20.4248w 471.95



	10/14/2019
Scale: 1 inch= 51 feet	File: P-5-PLAT.ndp

Tract 1: 0.3515 Acres (15311 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/278238), Perimeter=1009 ft.

01 n69.4258e 33.73
02 s20.2405e 471.88
03 s69.3612w 31.16
04 n20.4248w 471.95

Parcel P-5 : 240000 240004 240006 240005 240000

Total parent tract area =	15,311.7062 ft² =	0.3515 a
Total taken area =	0.0000 ft² =	0.0000 a
Remaining area =	15,311.7062 ft² =	0.3515 a

Description of parcel: P-5

Beginning parent tract description

Point 240000	N 10,171,710.7003 E	3,106,908.8882	Sta	0+00.00

Course from 240000 to 240004 N 69° 42' 58" E Dist 33.7310

Point 240004	N 10,171,722.3938 E	3,106,940.5275	Sta	0+33.73

Course from 240004 to 240006 S 20° 24' 05" E Dist 471.8750

Point 240006	N 10,171,280.1180 E	3,107,105.0210	Sta	5+05.61

Course from 240006 to 240005 S 69° 36' 12" W Dist 31.1620

Point 240005	N 10,171,269.2576 E	3,107,075.8128	Sta	5+36.77

Course from 240005 to 240000 N 20° 42' 48" W Dist 471.9486

Point 240000	N 10,171,710.7003 E	3,106,908.8882	Sta	10+08.72

Ending parent tract description

Commissioners Court - Regular Session **62.**

Meeting Date: 07/29/2025

Reagan C Resolution for Condemnation

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 resolution determining the necessity and authorizing the use of eminent domain to condemn (5.155 acres) required for the construction of Ronald Reagan Boulevard Segment C. (3405 Investments, LLC/ Parcel 22) Funding Source: TANS P588

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	07/24/2025 11:29 AM
Form Started By: Don Childs		Started On: 07/23/2025 04:07 PM
Final Approval Date: 07/24/2025		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to those certain tracts of land being 5.155 acres (Parcel 22) as described by metes and bounds in Exhibit "A" owned by **3405 INVESTMENTS, LLC,** for the purpose of constructing, reconstructing, maintaining, and operating the proposed Ronald Reagan Extension roadway improvements ("Project"), 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 to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

_____
Steven Snell
Williamson County Judge

County: Williamson
Parcel: 22 – 3405 Investments LLC
Highway: Ronald Reagan Boulevard

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 5.155 ACRE (224,548 SQUARE FEET) PARCEL OF LAND SITUATED IN THE BURLESON WARREN SURVEY, ABSTRACT NO. 667, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 34.754 ACRE TRACT OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO 3405 INVESTMENTS LLC, RECORDED IN DOCUMENT NO. 2023057823 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 5.155 ACRE (224,548 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with cap stamped "LSI SURVEY" set in the existing North Right-of-Way (ROW) line of FM 3405 (Variable Width ROW), for the Southeast corner of said 34.754 acre tract and the common Southwest corner of Lot 27A, Block B, RESUBDIVISION OF LOTS 5-11 & 26-35, BLOCK B, BELTORRE SUBDIVISION, a subdivision of record in Document No. 2011070312 and corrected in an Affidavit of Correction in Document No. 2013018639 of said O.P.R.W.C.T., from which a nail with washer stamped "SANDERO" found for a common corner of Lot 28A, Block B, said RESUBDIVISION OF LOTS 5-11 & 26-35, BLOCK B, BELTORRE SUBDIVISION and said 34.754 acre tract, bears North 00°36'43" West a distance of 157.71 feet;

THENCE North 78°47'10" West with the South line of said 34.754 acre tract and the common existing North ROW line of said FM 3405, a distance of 1121.87 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East ROW line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,228,722.98, E=3,076,788.43), 262.63 feet Right of Ronald Reagan Baseline Station 666+50.90, for the **POINT OF BEGINNING** of the herein described tract;

1) **THENCE North 78°47'10" West** continuing with the South line of said 34.754 acre tract and the common existing North ROW line of said FM 3405, a distance of **179.51** feet to a 1/2-inch rebar with cap stamped "PBS&J" found for the Southwest corner of said 34.754 acre tract, and being at the intersection of the existing North ROW line of said FM 3405 and the existing East ROW line of Ronald Reagan Boulevard (Variable Width ROW), 83.19 feet Right of Ronald Reagan Baseline Station 666+53.47;

THENCE with the West line of said 34.754 acre tract and the common existing East ROW line of said Ronald Reagan Boulevard, the following four (4) courses and distances:

2) **North 34°13'07" West** a distance of **126.17** feet to a 1/2-inch rebar found, 5.42 feet Left of Ronald Reagan Baseline Station 667+43.29;

3) **North 10°24'43" East** a distance of **659.47** feet to a 1/2-inch rebar with cap stamped "PBS & J" found, 5.21 feet Left of Ronald Reagan Baseline Station 674+02.76;

County: Williamson
Parcel: 22 – 3405 Investments LLC
Highway: Ronald Reagan Boulevard

4) Along a curve to the **Right** having a radius of **8,450.00** feet, an arc length of **528.19** feet, a delta angle of **03°34'53"**, and a chord which bears **North 12°11'16" East** a distance of **528.10** feet to a Calculated Point, 9.16 feet Right of Ronald Reagan Baseline Station 679+30.84; and

5) **North 38°51'59" East** a distance of **108.29** feet to a Calculated Point in the approximate centerline of Russell Branch, for the North corner of said 34.754 acre tract and the common Southwest corner of a called 10.00 acre tract of land described in a General Warranty Deed to Tait Sugimura and Ashley Sugimura, recorded in Document No. 2021140622 and corrected in Document No. 2022017423 of said O.P.R.W.C.T., 57.90 feet Right of Ronald Reagan Baseline Station 680+27.96;

THENCE with the North line of said 34.754 acre tract and the common South line of said 10.00 acre tract, also being the approximate centerline of Russell Branch, the following two (2) courses and distances:

6) **South 22°27'17" East** a distance of **151.56** feet to a Calculated Point, 143.67 feet Right of Ronald Reagan Baseline Station 679+01.34; and

7) **South 66°46'13" East** a distance of **24.82** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East ROW line of said Ronald Reagan Boulevard, 167.97 feet Right of Ronald Reagan Baseline Station 678+96.19;

THENCE over and across said 34.754 acre tract with the proposed East ROW line of said Ronald Reagan Boulevard, the following three (3) courses and distances:

8) Along a curve to the **Left** having a radius of **7,469.43** feet, an arc length of **48.70** feet, a delta angle of **00°22'25"**, and a chord which bears **South 10°38'22" West** a distance of **48.70** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 168.54 feet Right of Ronald Reagan Baseline Station 678+46.41;

9) **South 10°23'37" West** a distance of **1,098.58** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 169.15 feet Right of Ronald Reagan Baseline Station 667+45.68; and

County: Williamson
Parcel: 22 – 3405 Investments LLC
Highway: Ronald Reagan Boulevard

10) **South 34°12'44" East** a distance of **133.12** feet to the **POINT OF BEGINNING**, containing 5.155 acres (224,548 Square Feet) of land more or less.

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00012.

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

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

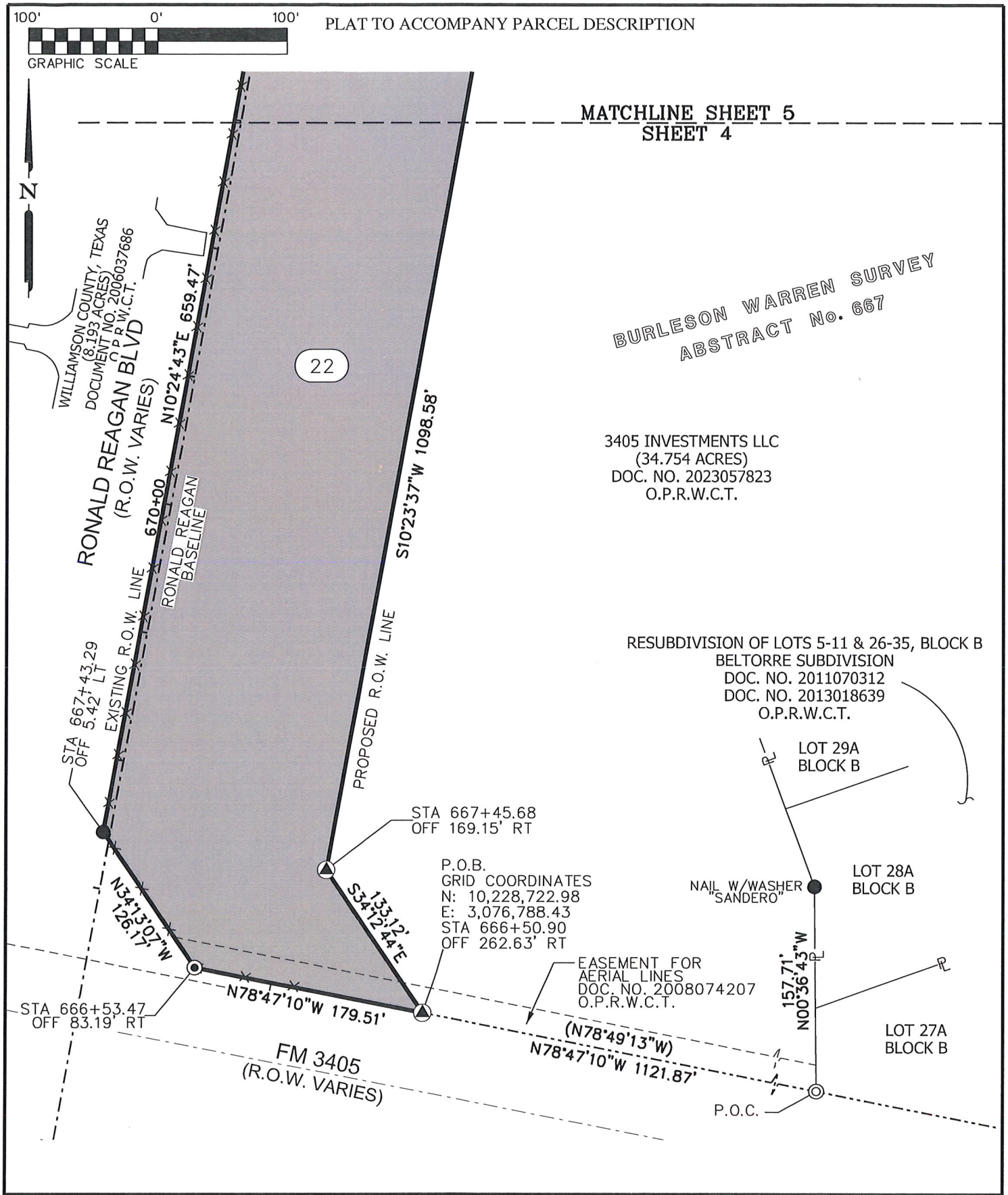
Frank W Funk 03/06/2025



Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

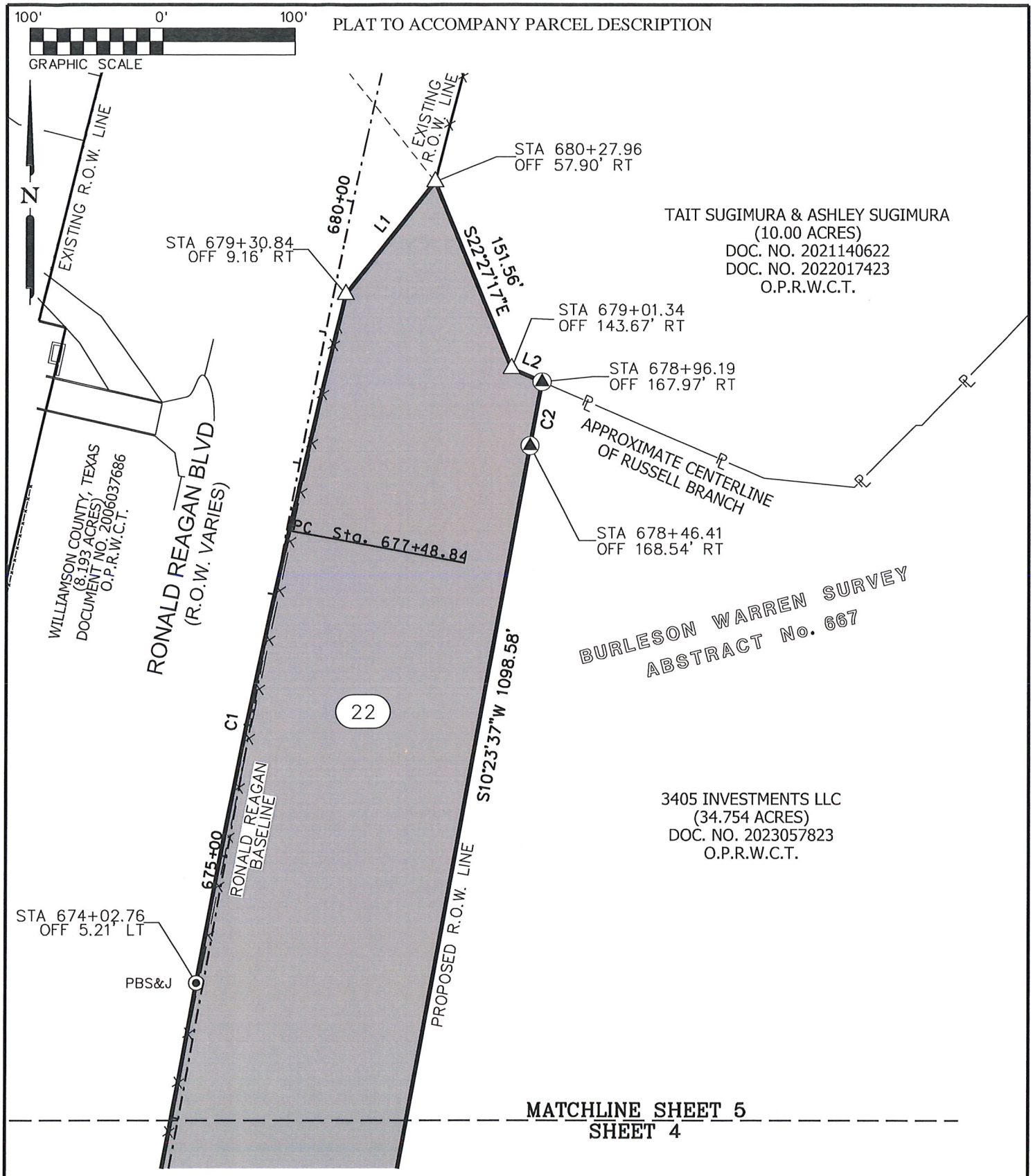
EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF 3405 INVESTMENTS LLC		03/06/2025 PARCEL 22 5.155 ACRES 224,548 Sq. Ft. SHEET 4 OF 7
	SCALE 1" = 100'	PROJECT RONALD REAGAN	COUNTY WILLIAMSON

EXHIBIT " "



LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

3405 INVESTMENTS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 22
5.155 ACRES
224,548 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	03° 34'53"	8450.00'	528.19'	N12° 11'16"E 528.10'
C2	00° 22'25"	7469.43'	48.70'	S10° 38'22"W 48.70'

LINE DATA		
LINE	BEARING	LENGTH
L1	N38° 51'59"E	108.29'
L2	S66° 46'13"E	24.82'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED PBS&J (UNLESS OTHERWISE NOTED)
◎	1/2-INCH REBAR WITH CAP STAMPED LSI SURVEY SET
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
—℄—	PROPERTY LINE
- - - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

Frank W Funk 03/06/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS
REGISTERED
FRANK WILLIAM FUNK
6803
PROFESSIONAL
LAND SURVEYOR

CALLED 34.754 ACRES 1,513,884 Sq. Ft.
REMAINDER 23.599 ACRES 1,289,336 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

3405 INVESTMENTS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 22
5.155 ACRES
224,548 Sq. Ft.

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-179482
ISSUED: JUNE 04,2024
EFFECTIVE DATE: May 27, 2024

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.6 THROUGH 10.12 ARE NOT A SURVEY MATTER.

10:1. A ROADWAY EASEMENT AS DESCRIBED IN VOLUME 375, PAGE 329 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED IN VOLUME 582, PAGE 492, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

2. A TELECOMMUNICATION AND ELECTRIC TRANSMISSION AND DISTRIBUTION LINES AND SYSTEMS EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY AS DESCRIBED IN VOLUME 894, PAGE 226 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT- UNABLE TO LOCATE BASED ON THE DESCRIPTION IN INSTRUMENT)

3. A WATER LINE EASEMENT GRANTED TO CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AS DESCRIBED IN DOCUMENT NO. 2002007198 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

4. AN AERIAL LINES EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE, L.P. D/B/A AT&T TEXAS AS DESCRIBED IN DOCUMENT NO. 2008074207 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(SHOWN HEREON)

5. A UTILITY EASEMENT (UNDERGROUND) GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2016098796 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATED BASED ON DESCRIPTION IN INSTRUMENT)

13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY.
(OWNER'S POLICY ONLY) (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

3405 INVESTMENTS LLC

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 22
5.155 ACRES
224,548 Sq. Ft.

Commissioners Court - Regular Session **63.**

Meeting Date: 07/29/2025

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:

a. Potential acquisition of real property located at 2800 Highway 95, Taylor, Texas 76574

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	07/24/2025 11:30 AM
Form Started By: Don Childs		Started On: 07/23/2025 04:11 PM
Final Approval Date: 07/24/2025		