# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONERS COURT
# Commissioners Courtroom
# 710 S. Main Street, Georgetown
# August 5, 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 –34)

**4.** Discuss, consider and take appropriate action on a line item transfer to the County Attorney's Office.

### Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100-0475-001100 | County Atty/FT Salary | $3,240 |
| | | | |
| TO | 0100-0475-002030 | County Atty/Insurance | $3,240 |

**5.** Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Pct 1.

### Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100.0451.003005 | OFFICE FURNITURE | 1,465.00 |
| | | | |
| TO | 0100.0451.004100 | PROFESSIONAL SERVICES | 1,465.00 |

**6.** 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-P623 | $155,000.00 |
| | | | |
| To | 0200-0210-003597 | Roadway Rehab | $155,000.00 |

**7.** 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-P623 | $375,000.00 |
| | | | |
| To | 0200-0210-000777 | Transfer to Cap. Projects-P499 | $375,000.00 |

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

**9.** Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 06.01.2025 through 06.28.2025.

**10.** Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade In, pursuant to Texas Local Government Code 263.152, for the period of 07.01.25 through 07.26.25.

**11.** 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.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.342235 | Jury Service Reimbursement Fee | $18,000.00 |

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

**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 expenditures for the All District Courts Budget.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0435.004002 | Jurors, Grand Jurors | $18,000.00 |

**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 revenues for the District Attorney’s Office from State Judiciary Apportionment Funds.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.335602 | District Atty Sal. Supplement | $7,500.00 |

**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 to acknowledge additional expenditures for the District Attorney’s Office from State Judiciary Apportionment Funds.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0440.001940 | Apportionment Supplement | $6,063.06 |
| | | | |

| | | | |
|---|---|---|---|
| | 0100.0440.002010 | FICA | $463.82 |
| | | | |
| | 0100.0440.002020 | Retirement | $973.12 |

**16.** Discuss, consider and take appropriate action regarding the imposition or removal of optional fees for Calendar Year 2026 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed $10, and the Child Safety fee, not to exceed $1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.

**17.** Discuss, consider and take appropriate action on Amendment No. 2 to the Subrecipient Agreement between Williamson County and Lonestar Regional Water Authority water project, funded by the American Rescue Plan Act (ARPA).

**18.** Discuss, consider and take appropriate action on authorizing the advertising and setting the date/time for a public hearing at 10AM on September 23, 2025, agenda for the County Clerk's Records Archive Plan 2025-2026 to be voted upon on September 23rd, 2025.

**19.** Discuss and take appropriate action regarding the setting of Sheriffs' and Constables' Fees to be effective January 1, 2026, as authorized by Local Government Code Section 118.131, and subsequent reporting of such fees to the Comptroller's Office no later than October 15, 2025.

**20.** Discuss, consider and take appropriate action to accept a donation of a Black Powder Revolver Pistol replica gun with stand for the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't. Code 81.032.

**21.** Discuss, consider, and take appropriate action on approving the Professional Service Agreement #2025279 between Tyler Technologies, Inc. for the implementation specialist to assist with the deployment of the Odyssey upgrade to Enterprise Justice 2023.0.47 on Saturday, August 30, 2025, in the amount of $2,260.00 and pursuant to Sourcewell cooperative contract, Sourcewell #060624-TTI, and authorize the execution of the agreement.

**22.** Discuss, consider, and take appropriate action on approving the Services and Goods Agreement #2025316 between Williamson County and Links Communication, Inc. to provide and install cabling for the IT rooms in various buildings within Williamson County, for the amount of $4,500.00, authorizing the execution of the service agreement.

**23.** Discuss, consider and take appropriate action on approving the Service and Goods Contract #2025319 between Williamson County and FreeIt Data Solutions Inc. for a managed service designed to monitor alerts from UPS devices across Williamson County, for a one (1) year term, in the total amount $74,723.65, per the terms of DIR Contract #DIR-CPO-4696, and authorizing the execution of the agreement.

**24.** Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2025321, between Williamson County and The Brandt Companies, LLC, in the not-to-exceed amount of Forty-Two Thousand Eight Hundred Six Dollars ($42,806.00), per Choice Partners Cooperative Contract #CSP-22-049MF, and authorize execution of the agreement.

**25.** Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025323 between Williamson County and G2 Construction Services, Inc. for the 516 Pine Street Fence Repair, in the not-to-exceed amount of Three Thousand Seven Hundred Dollars ($3,700.00), pursuant to Cooperative Contract #TIPS 241001 and authorize execution of the agreement.

**26.** Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Komatsu/Rangel, Inc. for the Facilities Service Center & North Campus Impound Awnings in the amount of Six Thousand Four Hundred Six Dollars ($6,406.00) and authorize execution of the agreement.

**27.** Discuss, consider, and take appropriate action awarding RFSQ #25RFSQ51 Williamson County Regional Animal Shelter Building Addition Design and Engineering Services to Quorum Architects, Inc. in the amount of One Million One Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight Dollars ($1,177,888.00) and authorize execution of the agreement, the funding source is P719.

**28.** Discuss, consider, and take appropriate action awarding RFP # 25RFP55-Irrigation Services to American Irrigation Repair, LLC in the amount of One Hundred Thousand Dollars ($100,000.00) and authorize execution of the agreement.

**29.** Discuss, consider, and take appropriate action on formally closing out and not awarding #25IFB49 Portland Cement, due to the only bid submittal received exceeds Road and Bridge Department budget parameters, and approve the Contract# 2025320 quote for Portland cement with Ash Grove Cement with the attached unit pricing on vendor's quote.

**30.** Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $29,315.00 to expire December 31, 2025 under Williamson County contract for Engineering Services between Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024 for CR 201. Funding source: P499.

**31.** Discuss, consider, and take appropriate action on Supplement No. 4 to Work Authorization No. 13 to the Corridor E3/E4 (East Wilco Highway Segments 5 and 6) contract executed May 19, 2020, between Williamson County and Surveying And Mapping, LLC, relating to the 2019 Road and Bridge Program. Funding source: P693 and P694

**32.** Discuss, consider and take appropriate action on approval of the final plat for the Cascade Phase 2 subdivision – Precinct 2.

**33.** Discuss, consider, and take appropriate action on Work Authorization No. 1 to the On-Call Materials, Testing & Geotechnical Engineering Services (Road Bond Program) contract executed September 11, 2024, between Williamson County and Rodriguez Engineering Laboratories relating to the 2019 Road Bond Program. Project: P358 Fund Source: 2019 Road Bonds

**34.** Discuss, consider, and take appropriate action on Work Authorization No. 10 to the On-Call Environmental Services (Road Bond Program) contract executed May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P667 Fund Source: Road Bonds

# REGULAR AGENDA

**35.** Discuss, consider and take appropriate action on establishing the County Holiday Schedule for FY 2025/2026.

**36.** Discuss, consider, and take appropriate action regarding the August 2025 Wellness Updates.

**37.** Discuss and take appropriate action on the HUD 2025 Annual Action Plan that includes Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) funding.

**38.** Discuss, consider, and take appropriate action on approving the Service and Goods Contract #2025322 of Document Preservation of Probate Records from Kofile Technologies, Inc. for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of $3,039,414.18, pursuant to Denton County ILA, and authorizing execution of the proposal.

**39.** Discuss, consider, and take appropriate action on proposed Senate Bill 9, a bill relating to the calculation of the voter-approved tax rate for certain taxing units. SB 9 would reduce the voter-approval tax rate multiplier for counties and municipalities with populations above 30,000 from 3.5 percent to 2.5 percent.

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

**41.** Discuss, consider, and take appropriate action on approving purchase #2024298 between Williamson County and Election Systems & Software LLC for the amount of $116,215.00 pursuant to BuyBoard #710-23 and authorizing the execution of the purchase for FY 2025.

**42.** Discuss, consider and take appropriate action regarding the engagement of Bovey & Cochran PLLC to provide general counseling and legal services regarding various Williamson County matters, including but not limited to economic development, subdivision and development issues, and other legal matters as directed by Williamson County; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**43.** Discuss, consider, and take appropriate action to approve a Public Notice that the Commissioners Court of Williamson County, Texas will consider the approval of a tax abatement agreement with Labatt Food Services, LLC, as Applicant, at its regularly scheduled Commissioners Court meeting on September 9, 2025, in relation to the design and construction of 150,000 square feet of warehouse space and ancillary facilities on an approximate 48 acre tract of land situated near the intersection of IH-35S and Ronald Reagan Boulevard (WCAD R584644 - AW0421 AW0421 - Manchaca, A. Sur., Acres 47.993) in the Tax Abatement Reinvestment Zone No. 2, being located in Jarrell, Texas, with estimated cost of the improvements being approximately $42 million dollars for the warehouse space and ancillary facilities, which includes buildings and other real property improvements and tangible personal property including machinery and equipment.

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

**45.** Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and William Russell Barrett in relation to the matter of Cause No. 25-1798-C26; Derrick Smith v. Williamson County, Texas, et al.; In the 26th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and finding that funding such agreement as to William Russell Barrett serves a public interest and not merely a private interest, and that any alleged act or omission of said party in relation to the allegations asserted in this lawsuit was performed while acting in good faith and within the scope of his official duties as a Williamson County employee.

**46.** Hear presentation from the Budget Officer on the 2025-2026 recommended budget.

**47.** Hear a presentation from the Williamson County Tax Assessor/Collector on the 2025 certified no-new-revenue and voter-approval tax rates.

**48.** Discuss and hear a presentation from the County Auditor's Office regarding Revenue estimates for the 2025-2026 Fiscal Year Budget.

**49.** Discuss, consider, and take appropriate action, to include a record vote, on a proposed TOTAL maximum tax rate for the Williamson County and Road and Bridge funds.

**50.** Discuss, consider, and take appropriate action to schedule a date and time to hold a public hearing before adopting the tax rate if the proposed tax rate exceeds the no-new-revenue rate of

**51.** Discuss, consider, and take appropriate action on Renewal #1 for Contract #24RFP30 with JM Engineering, LLC., to provide HVAC maintenance services for Williamson County buildings, for the same terms and conditions as the original agreement but with an anticipated price increase, for the term of October 1, 2025, through September 30, 2026.

**52.** Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025252, between Williamson County and Automated Logic Contracting Services, Inc. in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) pursuant to BuyBoard Cooperative Contract #720-23 and authorize execution of the agreement.

**53.** Discuss, consider, and take appropriate action on Renewal #1 for Contract #23RFP101 with Texas Disposal Systems, Inc., to provide Solid Waste and Recycling Services for Williamson County, for the same annual amount of $139,400.28 with the same terms and conditions as the original agreement, for the term of October 1, 2025, through September 30, 2026.

**54.** Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025318 between Williamson County and The Brandt Companies, LLC for the North CJC Chiller Replacement, in the not-to-exceed amount of Three Hundred Eight Thousand Three Hundred Seventy-Nine and 78/100 Dollars ($308,379.78), pursuant to Choice Partners Cooperative Contract #CSP-22-049MF and authorize execution of the agreement.

**55.** Discuss, consider and take appropriate action on authorizing the extension of Contract #23RFP96 for Landscape Maintenance Services for Williamson County Facilities with Red & White Greenery, Inc. for the same terms and conditions as the existing contract, except for updated pricing ($865,791.31) for adding 12 visits to CSCD property, for a 12-month term from October 1, 2025, to September 30, 2026.

**56.** Discuss, consider, and take appropriate action on a Supplemental Agreement No. 4 to the Agreement for Design and Engineering Services between Williamson County and BLGY, Inc. being dated effective April 5, 2022, relating to the Juvenile Justice Center Addition.

**57.** Discuss, consider, and take appropriate action on a policy exception for Facilities to reclassify a key position (Position Control Number 1919) vacancy.

**58.** Discuss, consider, and take appropriate action on awarding #24RFSQ35 Utility Coordination and Engineering Services for DCCM in the maximum amount payable of One Million Dollars ($1,000,000.00) and authorize execution of this agreement.

**59.** Discuss, consider, and take appropriate action regarding the National Historic Preservation Act (NHPA) Letters to Tribes for the Southeast Loop Connection project, a Road Bond Project in Commissioner Pct. 4. P392

**60.** Discuss, consider and take appropriate action on a real estate contract with Prewitt Farms, LTD. a Texas limited partnership, and Zinzinia Williamson County, LTD. A Texas limited partnership, to acquire 1.097 acres and 6.554 acres as right of way needed for the CR 401 project. Funding Source: Bonds P255

**61.** Discuss, consider and take appropriate action on a real estate contract with Darla Kruger to purchase Lot 25, Block A of the Thomas Park Subdivision required for the construction of Corridor B/Chandler Road. Funding Source: LTP P457

**62.** Discuss, consider and take appropriate action on a real estate contract with Douglas and Dorothy Knauth to purchase Lot 22, Block A of the Thomas Park Subdivision required for the construction of Corridor B/Chandler Road. Funding Source: LTP P457

**63.** Discuss, consider and take appropriate action on a claim for actual moving expenses with J&M LLC, dba Action Roofing for costs related to the right of way acquisition on Hero Way Parcel 207. Funding Source: TANS P588

**64.** Discuss, consider and take appropriate action on a rule 11 settlement agreement with Steven and Kelly Counts to acquire 0.266 acres required as right of way for the construction of Corridor H. (Parcel 34). 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)."***

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

1. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.
2. Discuss potential acquisition of real property located at 2800 Highway 95, Taylor, Texas 76574.
3. Discuss potential sale of approximately 98 acres located at Blue Springs Boulevard/Blue Ridge Drive, Georgetown, Texas.

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

a. Project Sequoia
b. Project Lunch Lady

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

1. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas.
2. 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.
3. Cause No. 25-1978-C26; Derrick Smith v. Williamson County, Texas, et al.; In the 26th Judicial District Court of Williamson County, Texas.

**68.** Discuss legal matters pertaining to posting requirements and legislative changes to the Texas Open Meetings Act.

**69.** Deliberate the appointment, evaluation, and employment of the Senior Director of the Williamson County Parks & Recreation Department pursuant to Texas Government Code Section 551.074 - Personnel Matters.

REGULAR AGENDA (continued)

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

**71.** Discuss, consider, and take appropriate action on the processes and procedures for posting public notices required for meetings held by the Williamson County Commissioners Court following recent legislative changes to the Texas Open Meetings Act (HB 1522, 89th Regular Session of the Texas Legislature).

**72.** Comments from Commissioners.

**73.** **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 1st day of August 2025 at 3:00 pm and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session** **4.**

**Meeting Date:** 08/05/2025

Line Item Transfer

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

**Department:** Budget Office

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer to the County Attorney's Office.

### Background

On the June 3rd, 2025 agenda (item #50), an item was approved to create a new position for the County Attorney's Office using vacancy dollars. An audit has determined we will still need a transfer into the employer insurance line to cover four months (June–September) of health insurance contributions.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100-0475-001100 | County Atty/FT Salary | $3,240 |
| | | | |
| TO | 0100-0475-002030 | County Atty/Insurance | $3,240 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/25/2025 02:07 PM |
| Form Started By: Ashlie Holladay | | Started On: 07/25/2025 11:42 AM |
| Final Approval Date: 07/25/2025 | | |

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 08/05/2025

JP1 LINE ITEM TRANSFER

**Submitted For:** KT Musselman **Submitted By:** Misty Lamb, J.P. Pct. #1

**Department:** J.P. Pct. #1

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Pct 1.

### Background

JP1 has an outstanding invoice for Troilo Law Firm, who is the court-appointed Attorney for one of our evictions where the Defendant is in the Military and was deployed at the time of his court date.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| FROM | 0100.0451.003005 | OFFICE FURNITURE | 1,465.00 |
| | | | |
| TO | 0100.0451.004100 | PROFESSIONAL SERVICES | 1,465.00 |

## Attachments

Troilo Law Firm Invoice

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/25/2025 08:24 AM |
| Budget Office | Saira Hernandez | 07/31/2025 07:15 AM |
| J.P. Pct. 1 (Originator) | Misty Lamb | 07/31/2025 08:28 AM |
| County Judge Exec Asst. | Delia Colon | 07/31/2025 08:45 AM |
| Budget Office | Saira Hernandez | 07/31/2025 08:59 AM |
| Budget Office | Saira Hernandez | 07/31/2025 09:06 AM |

Form Started By: Misty Lamb Started On: 07/24/2025 10:30 AM

Final Approval Date: 07/31/2025

# TROILO LAW FIRM P.C.

# INVOICE

3303 Northland Drive, Suite 310
Austin, TX 78731

Invoice # 913
Date: 09/23/2024

Williamson County Justice of the Peace Pct. 1
1801 E. Old Settlers Blvd. Suite 100
Round Rock, TX 78664

## 8007-0001

## Ad Litem Matter: No. 1JC-23-3460; Continental 515 Fund LLC dba Springs at Round Rock v. Samuel Phillips and Domonique Phillips

### Services

| Type | Date | Notes | Attorney | Quantity | Rate | Discount | Total |
|---|---|---|---|---|---|---|---|
| Service | 01/30/2024 | Set up new litigation computer file. Also set up new billing entry. Save copies of the email from Wilco JP1 clerk and the case documents in the litigation file. | HRS | 0.20 | $200.00 | 100.0% | $0.00 |
| Service | 01/30/2024 | Receipt and review of email from S.Ruble, CA WilCo JP1, with documents attached, including: pl's original pet; NTV; non-mil affids for Domonique & Samuel Phillips; citations; Lease; Immediate Poss.Bond; constables return; Order of Abatement and clerk notes, for determination of next steps and drafting D.Phillips' answer for filing with with court. | AT3 | 0.20 | $250.00 | 100.0% | $0.00 |
| Service | 02/02/2024 | Review and save additional court documents, including Plaintiff's Petition, Lease, NTV letter, DoD Reports, eviction citations, and returns. Research the case online and download and save a copy of the Register of Actions showing an appointment of counsel on 01/30/24. | HRS | 0.20 | $200.00 | - | $40.00 |
| Service | 02/02/2024 | Prepare initial draft of Defendant, D. Phillips, Original | HRS | 0.50 | $200.00 | - | $100.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Answer. Research as to same, including the SCRA. Notes to AT3 for discussion. | | | | | |
| Service | 02/02/2024 | Log onto Filetime to e-file Answer of D. Phillips. Upload and submit document for filing. Save proof of submission for the file. | HRS | 0.20 | $200.00 | 100.0% | $0.00 |
| Service | 02/02/2024 | Print one copy of Answer, prepare envelope, secure postage, and mail same via regular mail to Agent for Plaintiff. Also draft email to Agent for Plaintiff, attach copy of Answer and send. | HRS | 0.10 | $200.00 | - | $20.00 |
| Service | 02/02/2024 | Receipt and review of email from Filetime confirming acceptance of e-filed Answer. Download and save file stamped copy for the litigation file. | HRS | 0.10 | $200.00 | 100.0% | $0.00 |
| Service | 02/02/2024 | Review and revision of defendant D.Phillips' original answer; research same. | AT3 | 0.30 | $250.00 | - | $75.00 |
| Service | 02/02/2024 | Review of file-stamped defendant's answer from WilCo JP1. (NC) | AT3 | 0.10 | $250.00 | 100.0% | $0.00 |
| Service | 02/29/2024 | Conduct online search for information on whereabouts of D. Phillips. Little information located. Also search online criminal court records for Williamson County - no information found concerning D. Phillips. | HRS | 0.30 | $200.00 | - | $60.00 |
| Service | 03/11/2024 | Research Dept. of Defense database for current status of D. Phillips. Search based on Phillips' name and the date of birth listed on the eviction petition. Per the report, Phillips left active duty status on 12/20/ 23. Save report to the file. | HRS | 0.20 | $200.00 | - | $40.00 |
| Service | 03/11/2024 | Draft letter to D. Phillips informing the Defendant that AT3 has been appointed as attorney ad litem and requesting that Phillips contact the firm ASAP. | HRS | 0.20 | $200.00 | - | $40.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Service | 03/11/2024 | Work on letter to client and review of new documents and information from DOD Data Center regarding service dates for D.Phillips - no longer on active duty as of 12/2023. | AT3 | 0.10 | $250.00 | - | $25.00 |
| Service | 03/11/2024 | Print two copies of letter to D. Phillips for mailing via regular mail and CM,RRR. Also prepare two envelopes for mailing the letter. Travel to PAK Mail to mail letters, pay for postage, and mail same. | HRS | 0.20 | $200.00 | - | $40.00 |
| Service | 03/12/2024 | Research contact information as to D.Phillips; dial phone numbers, including number listed on plaintiff's petition - not a working number. | AT3 | 0.20 | $250.00 | - | $50.00 |
| Service | 03/28/2024 | Research status of CM,RRR letter mailed to D. Phillips. Per the USPS tracking, the letter was delivered on 03/14/2024. Save to file and memo to AT3. | HRS | 0.10 | $200.00 | 100.0% | $0.00 |
| Service | 05/21/2024 | Follow-up research of the Dept. of Defense database for current status of D. Phillips. Search based on Phillips' name and the date of birth listed on the eviction petition. Per the report, Phillips left active duty status on 12/20/23 and is still not on active duty. Save report to the file. Conduct additional research online for D. Phillips. No new information located. | HRS | 0.20 | $200.00 | - | $40.00 |
| Service | 08/08/2024 | Receipt and review of hearing notice, 9:30 am, 8/15/2024; calendar for preparation and followup. | AT3 | 0.10 | $250.00 | - | $25.00 |
| Service | 08/13/2024 | Conduct additional online search for information on D. Phillips. Little information located; but one report shows Phillips may have a new address. Also search online criminal court records for Travis and Williamson County - no information found concerning D. Phillips. Notes to AT3 regarding same. Also conduct a follow-up search on the Dept. of Defense | HRS | 0.50 | $200.00 | - | $100.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | database. The report still shows Phillips service ended in 12/ 2023 and Phillips is not currently on active duty. Review and determine possible defenses to the eviction, especially concerning the service of the NTV letter. Notes and discussion with AT3 regarding same. | | | | | |
| Service | 08/14/2024 | Review notes from HRS; conduct legal research as to the Service Members Relief Act and as to documents filed in the pending eviction case, especially as to D.Phillips, including register of actions, pleadings and notice to vacate. | AT3 | 0.80 | $250.00 | - | $200.00 |
| Service | 08/14/2024 | Conference with HRS about requirements of SMCRA and defects with the NTV letter served by plaintiff. | AT3 | 0.10 | $250.00 | - | $25.00 |
| Service | 08/15/2024 | Travel to WilCo JP1 court for hearing on the merits; arrive and sign in and wait for judge to call docket of cases set; announce and present reasons for dismissal of pending eviction case against client, D.Phillips. Confirm that no other parties appeared and obtain copy of Order of Dismissal signed by Judge Musselman; return travel to law office. | AT3 | 2.10 | $250.00 | - | $525.00 |
| | | | | | | **Line Item Discount Subtotal** | **-$195.00** |
| | | | | | | **Services Subtotal** | **$1,405.00** |

## Expenses

| Type | Date | Notes | Attorney | Quantity | Rate | Total |
|---|---|---|---|---|---|---|
| Expense | 02/02/2024 | Filetime filing fees - Answer | HRS | 1.00 | $4.24 | $4.24 |
| Expense | 02/02/2024 | Postage and mailing supplies. | HRS | 1.00 | $1.00 | $1.00 |
| Expense | 03/11/2024 | CM,RRR Postage - PAK Mail Receipt No. 66793 | HRS | 1.00 | $15.55 | $15.55 |
| Expense | 08/15/2024 | Mileage: Round trip to WilCo JP1 | AT3 | 50.00 | $0.66 | $33.00 |
| Expense | 08/15/2024 | Tolls: Tolls Expense | AT3 | 1.00 | $6.00 | $6.00 |

| | |
|---|---|
| **Expenses Subtotal** | **$59.79** |
| **Subtotal** | **$1,464.79** |
| **Total** | **$1,464.79** |

Please make all amounts payable to: TROILO LAW FIRM P.C.

Our law firm has a new address: Troilo Law Firm, PC, 3303 Northland Drive, Suite 310, Austin, TX 78731. Please update your contacts. Thank you!

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 08/05/2025

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. This funding is needed to purchase asphalt emulsions, Portland cement, and cast-in-place concrete work to continue the in-house roadway stabilization project.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-000777 | Transfer to Cap. Projects-P623 | $155,000.00 |
| | | | |
| To | 0200-0210-003597 | Roadway Rehab | $155,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/25/2025 08:26 AM |
| Budget Office | Saira Hernandez | 07/31/2025 07:35 AM |
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:02 AM |
| Budget Office | Saira Hernandez | 07/31/2025 11:37 AM |
| Budget Office | Saira Hernandez | 07/31/2025 11:59 AM |
| Form Started By: Jenifer Favreau | | Started On: 07/24/2025 04:09 PM |
| Final Approval Date: 07/31/2025 | | |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 08/05/2025

Line-item transfer for Road & Bridge Division

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

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This transfer is necessary for continued design efforts, public involvement related to right-of-way acquisition, and utility coordination.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0200-0210-000777 | Transfer to Cap. Projects-P623 | $375,000.00 |
| | | | |
| To | 0200-0210-000777 | Transfer to Cap. Projects-P499 | $375,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/25/2025 09:48 AM |
| Budget Office | Saira Hernandez | 07/31/2025 08:56 AM |
| Form Started By: Jenifer Favreau | | Started On: 07/24/2025 04:12 PM |
| Final Approval Date: 07/31/2025 | | |

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 08/05/2025

Assests for Auction

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Please see the attachment.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

July Asset for Auction

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 08:49 AM |
| Form Started By: Cheryl Johnson | | Started On: 07/25/2025 08:51 AM |
| Final Approval Date: 07/31/2025 | | |

# Asset Status Change for Commissioners Court

| ID | Lookup Description | Disposal Method: | Approval Status | Workflow Stage | Report Month | Court Date: | Agenda Item: | Created | Created By | Report Type | Purchasing Final Determination | Purchasing Process Completed |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 51 | Desks to Warehouse | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 6/26/2025 3:45 PM | Mary Johnson | Monthly Report | Auction | Yes |
| 54 | Comm2 auction laptop | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/1/2025 2:12 PM | Sarina Gonzalez | Monthly Report | Auction | Yes |
| 55 | SO auction laptops | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/1/2025 2:17 PM | Sarina Gonzalez | Monthly Report | Auction | Yes |
| 56 | computers | SALE at the earliest auction | Approved | Review Completed | 37515 | 8/5/2025 | 37515 | 7/2/2025 7:45 AM | Stacy Schweitzer | Monthly Report | Auction | Yes |
| 57 | COMPUTERS | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/2/2025 8:01 AM | Stacy Schweitzer | Monthly Report | Auction | Yes |
| 58 | COMPUTERS | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/2/2025 8:23 AM | Stacy Schweitzer | Monthly Report | Auction | Yes |
| 60 | Furniture pick up | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/3/2025 9:37 AM | Mary Johnson | Monthly Report | Auction | Yes |
| 61 | Dell laptop | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/3/2025 4:30 PM | Emsud Horozovic | Monthly Report | Auction | Yes |
| 62 | 12 Computers | SALE at the earliest auction | Approved | Review Completed |  | 8/5/2025 | 37515 | 7/7/2025 4:19 PM | Mary Greenway | Monthly Report | Auction | Yes |
| 64 | computer equipment | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/8/2025 2:39 PM | Stephanie Lloyd | Monthly Report | Auction | Yes |
| 65 | Dell Laptops | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/9/2025 9:12 AM | Roberto Lopez | Monthly Report | Auction | Yes |
| 67 | CPR Training Mannequins | SALE at the earliest auction | Approved | Review Completed | July 2025 | 8/5/2025 | 37515 | 7/9/2025 9:19 AM | Jessica Toothman | Monthly Report | Auction | Yes |
| 68 | Large Conference Table | SALE at the earliest auction | Approved | Review Completed | July 2025 report Month | 8/5/2025 | 37515 | 7/9/2025 12:49 PM | Dawn Price | Monthly Report | Auction | Yes |
| 69 | ITS July 2025 Auction items | SALE at the earliest auction | Approved | Review Completed | July 2025 report | 8/5/2025 | 37515 | 7/9/2025 4:50 PM | Sarina Gonzalez | Monthly Report | Auction | Yes |

# Asset Status Change for Commissioners Court

| ID | Lookup Description | Disposal Method: | Approval Status | Workflow Stage | Report Month | Court Date: | Agenda Item: | Created | Created By | Report Type | Purchasing Final Determination | Purchasing Process Completed |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 70 | ITS July 2025 Auction items-2 | SALE at the earliest auction | Approved | Review Completed | July 2025 report | 8/5/2025 | 37515 | 7/9/2025 4:56 PM | Sarina Gonzalez | Monthly Report | Auction | Yes |
| 72 | MIsc. Items | SALE at the earliest auction | Approved | Review Completed | July 2025 Report | 8/5/2025 | 37515 | 7/10/2025 10:39 AM | Damaris Morales | Monthly Report | Auction | Yes |
| 73 | Furniture | SALE at the earliest auction | Approved | Review Completed | July 2025 Report | 8/5/2025 | 37515 | 7/10/2025 11:09 AM | Dawn Price | Monthly Report | Auction | Yes |
| 74 | Sgt. Ortiz Desk | SALE at the earliest auction | Approved | Review Completed | July 2025 report Month | 8/5/2025 | 37515 | 7/10/2025 1:46 PM | Mary Johnson | Monthly Report | Auction | Yes |
| 75 | 1 Computer CPU | SALE at the earliest auction | Approved | Review Completed | July 2025 report month | 8/5/2025 | 37515 | 7/10/2025 2:08 PM | Virginia Johnson | Monthly Report | Auction | Yes |

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 08/05/2025

Assets for Destruction

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 06.01.2025 through 06.28.2025.

### Background

Please see the attached list for details.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

July Asset for Destruction

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 08:50 AM |
| Form Started By: Cheryl Johnson | | Started On: 07/25/2025 08:58 AM |
| Final Approval Date: 07/31/2025 | | |

# Asset Status Change

| | |
|---|---|
| Lookup Description | Broken CPR Training Equipment |
| Disposal Method: | DESTRUCTION due to Public Health/Safety or no apparent value |
| Item(s) Category: | Other |
| 1. Quantity (Mandatory): | 47 |
| 1. Description: | Plastic Knee Pads |
| 1. Oracle Asset #(s): | Not tracked in Oracle. |
| 1. Condition of Assets: | Non-Working |
| 2. Quantity (Mandatory): | 1 |
| 2. Description: | DVD Player |
| 2. Oracle Asset #(s): | Not tracked in Oracle. |
| 2. Condition of Assets: | Non-Working |
| 3. Quantity (Mandatory): | 34 |
| 3. Description: | Blow Up Mannequins |
| 3. Oracle Asset #(s): | Not tracked in Oracle. |
| 3. Condition of Assets: | Non-Working |
| Transferring Dept.: | Emergency Med Services |
| Transferring Dept. Contact Person | Jessica Toothman |
| Transferring Dept. Contact Ph#: | 5129431283 |
| Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature | ✔ Jessica Toothman 7/9/2025 9:17 AM 1.0 |
| Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature: | ✘ |
| Purchasing Final Determination | Destruction |
| Court Date: | 8/5/2025 |
| Agenda Item: | 37516 |

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 08/05/2025

Assets for Trade In July 2025 Monthly Report

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department monthly report of asset dispositions through Trade In, pursuant to Texas Local Government Code 263.152, for the period of 07.01.25 through 07.26.25.

### Background

Please see the attached list for details.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Assets for Trade In July 2025 Monthly report

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:06 AM |
| Form Started By: Cheryl Johnson | | Started On: 07/30/2025 08:56 AM |
| Final Approval Date: 07/31/2025 | | |

# Vehicle Status Change

| Vehicle Information | |
|---|---|
| County VIN/Serial Number | 1FDUF4GT1FEC99657 |
| Make | FORD |
| Model | F450 |
| Year | 2015 |
| License Plate | 1218652 |
| Equipment Unit Number | ET1590 |
| Does vehicle have a toll TAG? | No |
| Toll TAG Destroyed | No |
| **Status Change Details** | |
| Reason for Status Change | REACHED OPERATIONAL LIFE EXPECTANCY |
| Department | 540 - EMS |
| Department Authorized Signer | Mike Knipstein |
| Elected Official/Dept Head/ Authorized Staff Digital Signature | ✓ Mike Knipstein 4/30/2024 1:57 PM |
| Receiving Department Signature | ✗ |
| **Approvals** | |
| Budget Office Signature Acknowledgement | ✗ |
| Authorized Fleet Staff Digital Signature | ✓ Kevin Teller 5/1/2024 9:56 AM |
| Authorizing Risk Employee Signature | ✓ Kristin McGrath 5/3/2024 3:40 PM |
| Auditor's Authorized Employee Signature | ✓ Nancy Schiller 5/6/2024 1:57 PM |
| Purchasing Department Signature | ✓ Cheryl Johnson 7/29/2025 3:03 PM 7.0 |
| Enter Agenda Date: | 8/5/2025 |

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 08/05/2025

Budgett Amendment General Fund Revenue

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

**Department:** County Auditor

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on 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.

### Background

The state reimburses a portion of the Grand Juror/Juror Payment. We will be receiving more reimbursement than budgeted due to the increase in the number of Jurors being called and days spent in Jury Trials. We need additional funds in the expenditure line to finish out the fiscal year. So amending the additional revenue to provide for an amendment for the additional expense.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.342235 | Jury Service Reimbursement Fee | $18,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 09:20 AM |
| Form Started By: Julie Kiley | | Started On: 07/30/2025 08:16 AM |
| Final Approval Date: 07/30/2025 | | |

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 08/05/2025

VSC Assets for Auction

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Please see attached for details.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

July -Vehicle Status Change for Auction

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 08:48 AM |
| Form Started By: Cheryl Johnson | | Started On: 07/25/2025 08:51 AM |
| Final Approval Date: 07/31/2025 | | |

# Vehicle Status Change Assets for Commissioners Court

| Department | Created | County VIN/Serial Number | Equipment Unit Number | Reason for Status Change | Enter Agenda Date: | Make | Model | License Plate | Year | Short VIN |
|---|---|---|---|---|---|---|---|---|---|---|
| 560 - Sheriffs Office | 5/20/2025 7:41 AM | 1C4RDHFG5GC369881 | SB1669 | NOT MECHANICALLY SOUND | 8/5/2025 | DODGE | DURANGO | HBV1616 | 2016 | |
| 554 - Constable Pct 4 | 6/30/2025 4:26 PM | 1GNLCDEC9GR295501 | 4B1675 | REACHED OPERATIONAL LIFE EXPECTANCY | 8/5/2025 | Chevy | Tahoe | 1286025 | 2016 | |
| 560 - Sheriffs Office | 7/18/2025 10:38 AM | 1GNLCDEC7KR289480 | SB1977 | NOT MECHANICALLY SOUND | 8/5/2025 | CHEVROLET | TAHOE | 1406801 | 2019 | |
| 560 - Sheriffs Office | 7/18/2025 10:40 AM | 1GNLCDEC2KR288768 | SB1989 | NOT MECHANICALLY SOUND | 8/5/2025 | CHEVROLET | TAHOE | 1412751 | 2019 | |
| 560 - Sheriffs Office | 7/18/2025 10:42 AM | 1GNLCDEC9LR252335 | SB2038 | NOT MECHANICALLY SOUND | 8/5/2025 | CHEVROLET | TAHOE | 1426435 | 2020 | |

# Vehicle Status Change

| | |
|---|---|
| Reason for Status Change | NOT MECHANICALLY SOUND |
| Department | 210 - Unified Road Systems |
| County VIN/Serial Number | 1HTZZAAR48J038713 |
| Equipment/Door Number | UDT0829 |
| License Plate | 1195760 |
| Year | 2008 |
| Make | International |
| Model | 7300 SBA 4X2 |
| Comments (mileage, mechanical issues, other info) | Has A bad engine |
| Elected Official/Department Head/Authorized Staff Digital Signature2 | ✔ Cheryl Johnson 7/29/2025 2:48 PM |
| | |
| Receiving Department Signature2 | ✘ |
| | |
| Method of Status change: This vehicle is to be considered for: (select one) | Sale at the earliest auction |
| Fleet Comments | Repair costs exceed value |
| Authorized Fleet Staff Digital Signature | ✔ Kevin Teller 6/7/2021 8:31 AM |
| | |
| The listed vehicle was involved in an accident. No pending litigation has been confirmed. | N/A |
| Authorizing HR Employee Digital Signature | ✔ Malea Schmitt 6/3/2021 9:40 AM |
| | |
| Title Approved for (Audit) | No change needed; current title is still valid |
| Auditor's Authorized Employee Digital Signature | ✔ Nancy Schiller 7/1/2025 10:21 AM |
| | |
| Purchasing Department Signature Acknowledgement | ✔ Cheryl Johnson 7/29/2025 2:48 PM |

**Vehicle Status Change**

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 08/05/2025

Budget Amdendment All District Courts Budget

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

**Department:** County Auditor

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This budget amendment is needed in order to provide for additional funding for the rest of the current fiscal year. Grand Jurors have served a total of 19 days from Sept 1, 2024 thru July 30, 2025. There have also been 59 Jury trials in the District Courts. All Jurors that appear are paid for at least the appearance day and then those Jurors chosen to serve are paid for those subsequent days. Due to the increased need, we have also received additional reimbursement from the State over what was anticipated. This is a balanced budget amendment to provide for the funding needed for the remainder of the fiscal year.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0435.004002 | Jurors, Grand Jurors | $18,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 09:29 AM |
| Form Started By: Julie Kiley | | Started On: 07/30/2025 08:22 AM |
| Final Approval Date: 07/30/2025 | | |

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 08/05/2025

DA BA Rev 08-05-25

**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 for the District Attorney's Office from State Judiciary Apportionment Funds.

### Background

Apportionment funds are appropriated by the State. These funds are for the period of May through August 2025 and may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0000.335602 | District Atty Sal. Supplement | $7,500.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/28/2025 08:39 AM |
| Form Started By: Ganae Hempe | | Started On: 07/25/2025 02:23 PM |
| Final Approval Date: 07/28/2025 | | |

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 08/05/2025

DA BA Exp 08-05-25

**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 the District Attorney's Office from State Judiciary Apportionment Funds.

### Background

Apportionment funds are appropriated by the State. These funds are for the period of May through August 2025 and may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day-to-day expenses of the office as outlined in Governmental Code Section 46.0031.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| | 0100.0440.001940 | Apportionment Supplement | $6,063.06 |
| | | | |
| | 0100.0440.002010 | FICA | $463.82 |
| | | | |
| | 0100.0440.002020 | Retirement | $973.12 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/28/2025 08:42 AM |
| Form Started By: Ganae Hempe | | Started On: 07/25/2025 02:27 PM |
| Final Approval Date: 07/28/2025 | | |

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 08/05/2025

Imposition of Optional Fees for Calendar Year 2026

**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 regarding the imposition or removal of optional fees for Calendar Year 2026 as authorized by the Texas Transportation Code, including the County Road and Bridge Fund fee, not to exceed $10, and the Child Safety fee, not to exceed $1.50, and the submission of the required notification form to the Texas Department of Motor Vehicles.

### Background

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV)each year regarding the imposition or removal of optional county fees to be assessed on motor vehicle registrations. Notice must be made to TxDMV each year by September 1, with fee changes taking effect on January 1 of the following year. The attached letter gives a brief description of the related optional county fees from Chapter 502 of the Transportation Code. Currently, Williamson County assesses $10 for the Road and Bridge Fund fee and $1.50 for the Child Safety fee.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Letter to Judges

Imposition of Optional Fees

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Delia Colon | 07/30/2025 02:09 PM |
| Form Started By: Andrea Schiele | | Started On: 07/30/2025 01:50 PM |
| Final Approval Date: 07/30/2025 | | |

July 23, 2025

Re: Imposition of Optional Fees for Calendar Year (CY) 2026

To the Honorable County Judge:

County commissioners courts are statutorily required to notify the Texas Department of Motor Vehicles (TxDMV) each year regarding the imposition or removal of optional fees. Notice must be made to TxDMV each year by September 1st, with new fees taking effect on January 1st of the following year. This letter and attachments will provide information on how to submit the CY 2026 notification to TxDMV. The following is a brief description of the optional county fees from Chapter 502 of the Transportation Code:

County Road and Bridge Fee (Section 502.401):

- May not exceed $10; and
- Revenue must be credited to the county road and bridge fund.

Child Safety Fee (Section 502.403):

- May not exceed $1.50; and
- Revenue must be used for school crossing guard services; remaining funds must be used for programs to enhance child safety, health, or nutrition, including child abuse intervention and prevention, and drug and alcohol abuse prevention, among other purposes.

Transportation Project Fee (Section 502.402):

- Applies to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties **ONLY**;
- May not exceed $10 (or $20 for those meeting population requirements under subsection (b-1)); and
- Revenue must be used for long-term transportation projects.

Please complete and return the attached *Imposition of Optional Fees* form. If your county will keep the same optional fees for CY 2026, please select OPTION A. If your county will change fees, please select OPTION B and include a copy of a commissioners court order.

**DEADLINE**: Please return the form and commissioners court order, if applicable, by Tuesday, September 2, 2025, by email to: DMV_OptionalCountyFeeUpdates@TxDMV.gov (note the underscore between DMV and Optional).

If you have any questions, please contact Tiffany McGehee, Registration Services, (512) 465-1346. Thank you for your timely response.

Sincerely,

Annette Quintero, Director
Vehicle Titles and Registration Division
Texas Department of Motor Vehicles

AQ:SK:TM

Attachments

cc: County Tax Assessor-Collectors

Texas Department of Motor Vehicles

# Imposition of Optional Fees
# Calendar Year (CY) 2026

**INSTRUCTIONS:** Complete and return this form (including a court order, if required) to the TxDMV via email at: *DMV_OptionalCountyFeeUpdates@TxDMV.gov*

Please submit at your earliest convenience, but no later than **Tuesday, September 2, 2025**.

## COUNTY NAME: WILLIAMSON

**SELECT ONLY ONE OPTION BELOW:**

☑ **OPTION A – No change. This county will charge the same fees in CY 2026.** 


*Submit this form to TxDMV. A copy of a commissioners court order is NOT required.*

***OR***

☐ **OPTION B – The commissioners court has approved fee changes for CY 2026.**

*Enter amounts for each fee, even those that did not change. Enter zero (0), if necessary.*

CY 2024 fees to be collected by your county:

| | |
|---|---|
| Road and Bridge Fee: | $ _____ |
| Child Safety Fee: | $ _____ |
| Transportation Project Fee (applicable to Bexar, Brazos, Cameron, El Paso, Hidalgo and Webb counties only): | $ _____ |
| **Total fee amount to be collected in CY 2026:** | **$ _____** |

**For OPTION B, submit this form and a copy of the court order to TxDMV.**

*We appreciate your response. Thank you.*

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 08/05/2025

Lonestar Regional Water Authority ARPA Amended Agreement

**Submitted By:** Jalyn Morris, County Auditor

**Department:** County Auditor

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on Amendment No. 2 to the Subrecipient Agreement between Williamson County and Lonestar Regional Water Authority water project, funded by the American Rescue Plan Act (ARPA).

**Background**

Two of Lonestar Regional Water Authority's wholesale customers, the City of Jarrell and Jerrll-Schwertner Water Supply Corporation, are asking Lonestar to use ARPA money to construct a water Pump Station and ground storage tank instead of the original elevated tank. The total dollar amount of the contract remains unchanged.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Amendment #2

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 11:18 AM |
| Form Started By: Jalyn Morris | | Started On: 07/29/2025 12:39 PM |
| Final Approval Date: 07/30/2025 | | |

**AMENDMENT NO. 2 TO**
**SUBRECIPIENT AGREEMENT BETWEEN**
**WILLIANSON COUNTY**
**AND THE LONESTAR REGIONAL WATER AUTHORITY**
**FOR THE NORTHERN WILLIAMSON COUNTY**
**WATER SYSTEM IMPROVEMENT PROJECT**
**FUNDING FROM:**
**THE AMERICAN RESCUE PLAN ACT (ARPA)**
**(A.L.N. 21.027)**

This Amendment No. 2 to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project ("Amendment No. 2") is made and entered into by and between Williamson County, Texas ("County") and the Lonestar Regional Water Authority ("Subrecipient"), both being political subdivision of the State of Texas (collectively referred to as "Parties").

## RECITALS

**WHEREAS**, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of April 11, 2023;

**WHEREAS**, in 2024, the Parties executed an Amendment to Subrecipient Agreement Between Williamson County and the Lonestar Regional Water Authority for the Northern Williamson County Water System Improvement Project ("Amendment No. 1") to amend the Agreement due a modification to the Project's Scope of Services and Program/Project Budget/Allowable Expenses;

**WHEREAS**, it has become necessary to amend the Agreement again due a modifications to the Program/Project Budget/Allowable Expenses; and

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

## AGREEMENTS

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

2. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment No. 2 and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment No. 2 are the valid, binding, and enforceable obligations of such party.

3. All other terms of the Agreement and any prior amendments thereto which have not been

specifically amended herein shall remain the same and shall continue in full force and effect.

**IN WITNESS WHEREOF,** the Parties have caused this Amendment No. 2 to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

**WILLIAMSON COUNTY, TEXAS (County)**

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson County Commissioners Court

Date: _____ ____, 20___

**LONESTAR REGIONAL WATER AUTHORITY (Subrecipient)**

By: _____

Printed Name: D. Bryant Smith

Title: President

Date: July 28, 2025

## APPENDIX B - Program or Project Budget/ Allowable Expenses
## (incorporated herein as if copied in full)

| REVISED PROJECT AMENDMENT NO. 2 - 16" WATER LINE, GROUND STORAGE TANK AND HIGH SERVICE PUMP STATION | | | | | |
|---|---|---|---|---|---|
| **ITEM DESCRIPTION** | **QUANTIFICATIONS OF FACILITIES** | **CONSTRUCTION COSTS *** | **ENGINEERING AND EASEMENT COSTS** | **TOTAL PROJECT COSTS** | **BENEFITS** |
| Potable Water Line C (Project "A) | 34,400 L.F. of 16" WL; 450 L.F. of 30" Encasement Pipe Bore at IH 35 | $8,228,000 | $2,151,000 | $10,379,000 | Allow Potable Water to be delivered to demand centers in the southern part of the Jarrell area. |
| 0.3 million gallon Ground Storage Tank and 5 MGD High Service Pump Station (Project "C") | Welded Steel Ground Storage Tank, High Service Pump Station and Disinfection Facilities | $5,772,000 | $1,854,000 | $7,626,000 | Storage and Pumping Facilities at a more favorable site to Pressurize Water to match City of Jarrell's 1,065 foot Pressure Plane. |
| **TOTAL ESTIMATE OF PROBABLE PROJECT COSTS** | | **$14,000,000** | **$4,005,000** | **$18,005,000** | |
| **ARPA Funding** | | **$14,000,000** | | | |
| **Participant Funding** | | | **$4,005,000** | | |

* Subject to consideration of alternate bids.

** One (1) Million Gallon Elevated Tank will be constructed with future City of Jarrell funding.

*** Original $874,000 + Additional $720,000 (Ground Storage Tank and Pump Station "Design, Construction Administration and Inspection" Engineering Fees for Amendment No. 1) + additional $260,000 (for"Design, Construction Administration and Inspection" Engineering Fees for Amendment No. 2 to relocate the Ground Storage Tank and Pump Station to a more favorable site on FM 1105 on the Valenta Tract)

Funding category:
5.11 Drinking Water: Transmission & Distribution
5.14 Drinking water: Storage

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 08/05/2025

Set Public Hearing and authorize advertising for Public Hearing.

**Submitted For:** Nancy Rister **Submitted By:** Nancy Rister, County Clerk

**Department:** County Clerk

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the advertising and setting the date/time for a public hearing at 10AM on September 23, 2025, agenda for the County Clerk's Records Archive Plan 2025-2026 to be voted upon on September 23rd, 2025.

**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 | 07/25/2025 08:25 AM |
| Form Started By: Nancy Rister | | Started On: 07/24/2025 11:54 AM |
| Final Approval Date: 07/25/2025 | | |

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 08/05/2025

2026 Constable & Sheriff Fees

**Submitted By:** Patrick Youngren, Constable Pct. #1

**Department:** Constable Pct. #1

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss and take appropriate action regarding the setting of Sheriffs' and Constables' Fees to be effective January 1, 2026, as authorized by Local Government Code Section 118.131, and subsequent reporting of such fees to the Comptroller's Office no later than October 15, 2025.

**Background**

A review of the service fees charged by the Williamson County Constables and Sheriff has been conducted. All fees were found to be comparable to those of other Texas counties. As a result, we respectfully request the Commissioner's Court adopt the fee schedule, with no increase in fees charged for 2026. All four Constables have agreed to the proposed fee schedule. The Sheriff's Office has not requested any changes to their assessed fees.

The Auditor's office has conducted a review of the attached fee schedule and concluded the fees are reasonable to cover the cost of providing the services. Legal has also reviewed the proposal.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

2026 Constable & Sheriff Fees

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/29/2025 04:14 PM |
| Form Started By: Patrick Youngren | | Started On: 07/29/2025 09:11 AM |
| Final Approval Date: 07/29/2025 | | |

# CONSTABLE & SHERIFF FEE SCHEDULE

## Charged by the Constables and Sheriff of Williamson County

## Effective January 1, 2026

| | |
|---|---|
| Citation, Justice, County, District, Probate, Forcible Entry & Detainer (Including by publication and posting) | $80.00 |
| Subpoenas & Summons (Civil) | $80.00 |
| Writ of Possession ‡ | $200.00 |
| Precept | $150.00 |
| Writ of Execution & Order of Sale ** | $200.00 |
| Turn over order ‡ | $150.00 |
| Posting Sale Notice | $30.00 |
| Notice | $80.00 |
| Protective Order (charged to the respondent) | $150.00 |
| Writ of Attachment ‡ | $200.00 |
| Writ of Sequestration ‡ | $200.00 |
| Writ of Re-entry ‡ | $200.00 |
| Writ of Garnishment | $150.00 |
| Writ of Retrieval / Order of Retrieval ‡ | $200.00 |
| Distress Warrant | $200.00 |
| Tax Warrant** | $150.00 |
| Injunction & Temporary Restraining Order ‡ | $150.00 |
| Interrogatories ‡ | $150.00 |
| Civil Show Cause & Notice of Hearing | $150.00 |
| Executing Bill of Sale / Deed | $30.00 |
| All other writs ‡ | $200.00 |
| Fingerprints | $5.00 |
| Accident Report | $6.00 |
| Character Letter | $6.00 |
| Alarms | $25.00 |
| Dangerous Dog Registration (annually) | $150.00 |

** County commission due based on percent of monies collected: 10 percent up to and including $20,000 & 4 percent of amounts over $20,000. Total commission per writ not to exceed $10,000.

** Cancelation Fee $500.00 – Writ of Execution & Order of Sale (Excludes Tax Writs, Warrants & Tax Foreclosure Order of Sale) with Judgment Creditors direction to withhold or release levy, withhold collection, cancel, or recall without collection of judgment and cost shall include all cost incurred and cancelation fee.

‡ For Writs and Orders served which exceed two hours, an additional fee of $75/hour/Deputy is required to perform the service. If ordered by the court to transport to or from out of county Court of Jurisdiction, a fee per hour, per Deputy, plus mileage at IRS allowable rate, plus incurred lodging costs.

For court ordered assistance a fee of $75/hour/Deputy is required to perform the service.

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 08/05/2025

Donation of Black Powder Revolver Pistol Replica gun for Sheriff's Office

**Submitted For:** Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider and take appropriate action to accept a donation of a Black Powder Revolver Pistol replica gun with stand for the Williamson County Sheriff's Office pursuant to Tex. Loc. Gov't. Code 81.032.

### Background

Retired Army Vet, Alex Vickers, donated a Black Powder Revolver Pistol replica gun with stand to the Sheriff's Office. The estimated value is $50.00.

---

## 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 | 07/29/2025 03:53 PM |
| Form Started By: Starla Hall | | Started On: 07/29/2025 08:53 AM |
| Final Approval Date: 07/29/2025 | | |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 08/05/2025

Approval of Professional Services Agreement #2025279 with Tyler Technologies, Inc. for for Odyssey Enterprise Upgrade for Information Services

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

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the Professional Service Agreement #2025279 between Tyler Technologies, Inc. for the implementation specialist to assist with the deployment of the Odyssey upgrade to Enterprise Justice 2023.0.47 on Saturday, August 30, 2025, in the amount of $2,260.00 and pursuant to Sourcewell cooperative contract, Sourcewell #060624-TTI, and authorize the execution of the agreement.

**Background**

This Professional Service Agreement will benefit Williamson County with service hours for a technical implementation specialist to assist with the deployment of our Odyssey upgrade to Enterprise Justice 2023.0.47 on Saturday, August 30, 2025. The new system will be a complex in-place implementation that requires assistance from a Tyler Technologies expert to ensure all goes well and with minimal outage during the transition. Funding Source is 01.0100.0503.004100 for FY25. Origination #2999. The Department's point of contact is Deanna Saucedo. Tyler Technologies, Inc. is a publicly traded vendor. Therefore, a Form 1295 is not required.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Service Agreement

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 01:52 PM |
| Form Started By: Sandra Malcolm | | Started On: 06/23/2025 11:12 AM |
| Final Approval Date: 07/30/2025 | | |

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

# COUNTY ADDENDUM No. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC.

The underlying Professional Services Agreement (the "Agreement") between Tyler Technologies, Inc. ("Tyler") and Williamson County, Texas ("Client") 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.** Client may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Tyler. In the event of such termination, it is understood and agreed that only the amounts due to Tyler 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 Client's termination of this Agreement for convenience.

2. **No Indemnification by Client.** Tyler acknowledges and agrees that under the Constitution and the laws of the State of Texas, Client cannot enter into an agreement whereby Client agrees to indemnify or hold harmless any other party, including but not limited to Tyler; therefore, all references of any in this Agreement to Client indemnifying, holding or saving harmless any other party, including but not limited to Tyler, 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 Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client 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.** Tyler agrees that Client 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 Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Tyler agrees that Client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice of intended audits.

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

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

   In the event that an error appears in an invoice submitted by Tyler, Client shall notify Tyler of the error not later than the twenty first (21$^{st}$) day after the date Client receives the invoice. If the error is resolved in favor of Tyler, Tyler shall be entitled to receive interest on the unpaid balance of the invoice submitted by Tyler beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Client, Tyler 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 Client, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Client shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Client. 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. Tyler shall furnish Client with a certification of coverage issued by the insurer. Tyler shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Tyler shall also notify Client, 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.** Client 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 Client. 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 Client, 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 Client as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, 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 Client 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.

**Tyler Technologies, Inc.:**

By: Rachel Mehlsak

Printed Name: Rachel Mehlsak

Title: Sr. Corporate Attorney

Date: July 22, 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 28 2025 Time: 12:11 pm

**Reviewed by Contract Audit**
**SARA GREER, CGAP**
**Contract Auditor**
**Williamson County Auditor's Office**
Date: Jul 22 2025 Time: 12:31 pm

## Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Williamson County, TX (the "Client") as of the last date written below (the "Effective Date").

### Background

**WHEREAS**, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

**WHEREAS**, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

### Schedule 1

| DESCRIPTION OF SERVICES | HOURS | RATE/HR. | T&M AMOUNT |
|---|---|---|---|
| Tech Services | 8 | $185 | $1,480 |
| Project Management | 4 | $195 | $780 |
| No travel expenses, as all work will be completed remotely<br>**Client Name:** TX Williamson<br>**Project Description:** 2023 Production Upgrade<br>Tyler Sourcewell: 060624-TTI<br>*The Level of Effort (LoE) provided above is a good faith estimate of the hours Tyler requires to deliver the requested services project and is valid for 30 days. Once the PSA is approved, Tyler will proceed with a detailed scope using the first few hours of the approved estimate. If the final agreed-upon scope exceeds the initial good faith estimate, the customer may be required to approve another PSA for additional hours.* | | | |
| | | | TOTAL CONTRACT AMOUNT<br>**$2,260** |

**IN WITNESS WHEREOF**, this Agreement has been executed by a duly authorized officer of each Party hereto.

| **TYLER TECHNOLOGIES, INC.** | | **CLIENT** | |
|---|---|---|---|
| By: | Rachel Mehlsak | By: | |
| Name: | Rachel Mehlsak | Name: | |
| Title: | Sr. Corporate Attorney | Title: | |
| Date: | 7/22/25 | Date: | |

## Professional Services Agreement
## Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 08/05/2025

Approval of Services and Goods Agreement #2025316 with Links Communications, Inc. for Information Services

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

**Department:** Purchasing

**Agenda Category:** Consent

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Goods Agreement #2025316 between Williamson County and Links Communication, Inc. to provide and install cabling for the IT rooms in various buildings within Williamson County, for the amount of $4,500.00, authorizing the execution of the service agreement.

### Background

This service and goods agreement will benefit Williamson County by allowing vendor to provide and install new cabling in the IT rooms located at Road and Bridge, Facilities, Radio Shop, Animal Shelter, EMS, and Taylor Expo Center. Links Communication, Inc. will install yellow Cat 6 cables, install surface boxes with yellow jacks, terminate cables on existing patch panels with yellow jacks, label and test cables and install yellow patch cables at those locations. All of that new cabling will allow Links to install 15 Maraki cameras on the ceilings of the locations. The funding source is 01.0100.0503.004100 for FY25 in the amount of $4,500.00. Origination #3186. The department's point of contact is Rory Tierney.

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Goods and Service Agreement with quote

Form 1295

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 02:12 PM |
| Form Started By: Sandra Malcolm | | Started On: 07/23/2025 09:31 AM |
| Final Approval Date: 07/30/2025 | | |

# WILLIAMSON COUNTY
# SERVICES AND GOODS CONTRACT
LINKS COMMUNICATIONS, INC.
(IR Room Cabling Georgetown #3)

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

**THIS SERVICES AND GOODS CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Links Communications, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote dated 6-04-2025 being marked as **Exhibit "A,"** which is incorporated herein.

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

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

## II.

**Goods:** Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

## III.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before August 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

## IV.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount for the life of this contract shall be Four Thousand Five Hundred Dollars ($4,500.00).

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

## V.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| **Type of Coverage** | **Limits of Liability** |
|---|---|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability | |
| Bodily Injury by Accident | $500,000 Ea. Accident |
| Bodily Injury by Disease | $500,000 Ea. Employee |
| Bodily Injury by Disease | $500,000 Policy Limit |

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | | No aggregate limit |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

## VI.

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

## VII.

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

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VIII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

**IX.**

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

**X.**

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

**XI.**

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

**XII.**

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

**XIII.**

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

**XIV.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

## XV.

**No Assignment:** Service Provider may not assign this Contract.

## XVI.

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

## XVII.

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

## XVIII.

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

## XIX.

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

## XX.

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

## XXI.

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

**XXII.**

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

A. As described in the attached Quote dated 6-04-2025, marked as **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

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

**XXIII.**

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

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, ____ 20___

**LINKS COMMUNICATIONS, INC.:**

R Lomax
Authorized Signature

Ronnie Lomax
Printed Name

Date: 7-22 20 25

**Approved as to Legal Form**
**JACQUELINE LENTZ**
**General Counsel, Commissioners Court**
Date: Jul 22 2025 Time: 2:06 pm

**Reviewed by Contract Audit**
**SARA GREER, CGAP**
**Contract Auditor**
**Williamson County Auditor's Office**
Date: Jul 22 2025 Time: 12:27 pm

**Exhibit "A"**
**Quote dated 6-04-2025**

LINKS
COMMUNICATIONS, INC.

PO BOX 1455
**Georgetown, Texas 78627**

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

6-4-2025

Williamson county ITS
Inner loop
Georgetown TX

IT room Cabling Georgetown #3

Install 15 Yellow cat 6 cables
Install 15 surface boxes with yellow jacks
Terminate cables on existing patch panels with yellow jacks
Label and test cables
Install 15 yellow patch cables
Install 15 devices on ceiling in IT rooms

Taylor Expo 5
Ems 2
Road and bridge 3
Facilities 1
Radio shop 1
Animal shelter 3

Installed price $4500.00

# 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:**
2025-1339939

**Date Filed:**
07/22/2025

**Date Acknowledged:**
07/23/2025

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

Links communications Inc
Georgetown, TX United States

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

Williamson County

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

2025316
data cabling

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

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(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:
2025-1339939

Date Filed:
07/22/2025

Date Acknowledged:

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

Links communications Inc
Georgetown, TX United States

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

Williamson County

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

2025316
data cabling

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

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Ronnie Lomax, and my date of birth is [redacted]

My address is [redacted]
(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 (month), 2025 (year)

R Lomax

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 08/05/2025

Approval of Services and Goods Contract #2025319 for Monitored Alerts from FreeIt Data Solutions, Inc. for Information Systems

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

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the Service and Goods Contract #2025319 between Williamson County and FreeIt Data Solutions Inc. for a managed service designed to monitor alerts from UPS devices across Williamson County, for a one (1) year term, in the total amount $74,723.65, per the terms of DIR Contract #DIR-CPO-4696, and authorizing the execution of the agreement.

**Background**

The managed devices proactively replace failing batteries and provide recommendations for replacing battery backups in models that have reached end-of-life. The attached quote details the subscription and equipment needed to manage the alerts. Funding Source is 01.0100.0503.004100. Origination #3193. Department point of contact is Rory Tierney.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Contract

Form 1295

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 09:50 AM |
| Form Started By: Barbi Hageman | | Started On: 07/29/2025 08:14 AM |
| Final Approval Date: 07/31/2025 | | |

# WILLIAMSON COUNTY
# SERVICES AND GOODS CONTRACT
## FREEIT DATA SOLUTIONS INC.
## (Quote Number: 23172603)

**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 **Freeit Data Solutions Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include managed services designed to monitor alerts from Uninterruptible Power Supply ("UPS") devices across Williamson County as described in the attached **Quote Number: 23172603** being marked as **Exhibit "A,"** which is incorporated herein.

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

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

## II.

**Goods:** Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

## III.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before October 31, 2026, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

## IV.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number DIR-CPO-4696. The not-to-exceed amount for the life of this contract shall be **Seventy-Four Thousand Seven Hundred Twenty-Three Dollars and Sixty-Five Cents ($74,723.65).**

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 Number: 23172603, marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: DIR-CPO-4696, 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:**

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

**FREEIT DATA SOLUTIONS INC.:**

_____
Authorized Signature

Dulari von Christierson
Printed Name

Date: July, 23 20 25

**Approved as to Legal Form**
**JACQUELINE LENTZ**
**General Counsel, Commissioners Court**
Date: Jul 24 2025 Time: 9:20 am

**Reviewed by Contract Audit**
**SARA GREER, CGAP**
**Contract Auditor**
**Williamson County Auditor's Office**
Date: Jul 24 2025 Time: 7:07 am

**Exhibit "A"**
**Quote Number: 23172603**

Freeit™
DATA SOLUTIONS

**Contract No:** DIR-CPO-4696
**TAX ID#:** [redacted]
**Term:** NET 30
**FOB:** Destination

**Williamson County**
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
(512) 943-1457
Rory.Tierney@wilcotx.gov

**Quote Number:** [redacted]
**Quote Date:** 7/22/2025
**Expiration Date:** 8/21/2025

**Freeit Data Solutions, Inc.**
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

| Qty | Part Number | Description | List Price | Discount Percentage | Unit Price | Ext Price |
|---|---|---|---|---|---|---|
| **Freeit Support - 1yr Term** | | | | | | |
| **Support** | | | | | | |
| 1 | FDS-ECO1PH1YFWLI1 | 1YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $434.00 | 33.44% | $288.88 | $288.88 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YFWLI1 | 1YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $1,030.00 | 33.92% | $680.63 | $680.63 |
| 5 | FDS-ECO1PH1YAC03 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR ACCESSORIES | $213.00 | 35.99% | $136.35 | $681.75 |
| 5 | FDS-ECO1PH1YAC03 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR ACCESSORIES | $213.00 | 35.99% | $136.35 | $681.75 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $452.00 | 33.53% | $300.43 | $300.43 |
| 1 | FDS-ECO1PH1YFWLI1 | 1YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $1,030.00 | 33.92% | $680.63 | $680.63 |
| 1 | FDS-ECO1PH1YFWLI1 | 1YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $1,030.00 | 33.92% | $680.63 | $680.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $1,153.26 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $1,153.26 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $1,153.26 |
| 1 | FDS-ECO1PH1YFWLI1 | 1YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $434.00 | 33.44% | $288.88 | $288.88 |

Freeit™
DATA SOLUTIONS

**Contract No:** DIR-CPO-4696
**TAX ID#:** [redacted]
**Term:** NET 30
**FOB:** Destination

**Williamson County**
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
(512) 943-1457
Rory.Tierney@wilcotx.gov

**Quote Number:** [redacted]
**Quote Date:** 7/22/2025
**Expiration Date:** 8/21/2025

**Freeit Data Solutions, Inc.**
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

| Qty | Part Number | Description | List Price | Discount Percentage | Unit Price | Ext Price |
|---|---|---|---|---|---|---|
| 1 | FDS-ECO1PH1YFWLI1 | 1YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $434.00 | 33.44% | $288.88 | $288.88 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH3YFW06 | 3YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $2,740.00 | 33.58% | $1,820.03 | $1,820.03 |
| 5 | FDS-ECO1PH1YAC03 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR ACCESSORIES | $213.00 | 35.99% | $136.35 | $681.75 |
| 5 | FDS-ECO1PH1YAC03 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR ACCESSORIES | $213.00 | 35.99% | $136.35 | $681.75 |
| 10 | FDS-ECO1PH3YFW06 | 3YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY | $2,740.00 | 33.58% | $1,820.03 | $18,200.30 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $1,153.26 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 2 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $3,235.60 |
| 1 | FDS-ECO1PH1YFWLI1 | 1YR ECOCARE FOR SINGLE-PHASE UPS UPGRADE TO FACTORY WARRANTY FOR | $434.00 | 33.44% | $288.88 | $288.88 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $375.00 | 32.21% | $254.21 | $254.21 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $452.00 | 33.53% | $300.43 | $300.43 |

Freeit™
DATA SOLUTIONS

**Contract No:** DIR-CPO-4696
**TAX ID#:** [redacted]
**Term:** NET 30
**FOB:** Destination

**Williamson County**
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
(512) 943-1457
Rory.Tierney@wilcotx.gov

**Quote Number:** [redacted]
**Quote Date:** 7/22/2025
**Expiration Date:** 8/21/2025

**Freeit Data Solutions, Inc.**
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

**Freeit Contact:** Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

| Qty | Part Number | Description | List Price | Discount Percentage | Unit Price | Ext Price |
|---|---|---|---|---|---|---|
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $861.00 | 33.03% | $576.63 | $576.63 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $1,617.80 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE-PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $2,430.00 | 33.42% | $1,617.80 | $1,617.80 |
| 1 | FDS-ECO1PH1YOFW0 | 1YR ECOCARE FOR SINGLE PHASE UPS FOR OUT OF FACTORY WARRANTY UPS | $1,195.00 | 29.51% | $842.41 | $842.41 |
| | | **Support Period Duration:** 12 Months | | | | |

| | |
|---|---|
| List Total: | $111,693.00 |
| DIR Discounted Total: | $94,939.05 |
| Shipping and Tax not applicable: | $0.00 |
| Additional Discount: | ($20,215.40) |
| Grand Total: | $74,723.65 |

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-cpo-4696 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

# 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:**
2025-1340730

**Date Filed:**
07/23/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Freeit Data Solutions, Inc.
Austin, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
2025318
FreeIt Q-23172603 UPS managed services 1yr

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Orchid, Wayne | Austin, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

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

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

Executed in Travis County, State of Texas, on the 23 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:**
2025-1340730

**Date Filed:**
07/23/2025

**Date Acknowledged:**
07/29/2025

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

Freeit Data Solutions, Inc.
Austin, TX United States

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

Williamson County

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

2025318
FreeIt Q-23172603 UPS managed services 1yr

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Orchid, Wayne | 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** **24.**

**Meeting Date:** 08/05/2025

Approval of Agreement No. 2025321 with The Brandt Companies, LLC for Williamson County Jail North Rooftop Chiller Valves 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 #2025321, between Williamson County and The Brandt Companies, LLC, in the not-to-exceed amount of Forty-Two Thousand Eight Hundred Six Dollars ($42,806.00), per Choice Partners Cooperative Contract #CSP-22-049MF, and authorize execution of the agreement.

**Background**

This Services and Goods Contract relates to the Williamson County Jail North Rooftop Chiller Valves, between Williamson County and The Brandt Companies, LLC located at 508 Rock Street, Georgetown, TX 78626. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1008.004509 and the point of contact is Christy Matoksa.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Goods and Services Contract

Form 1295 The Brandt Companies LLC complete

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 03:08 PM |
| Form Started By: Michelle McKinney | | Started On: 07/24/2025 03:21 PM |
| Final Approval Date: 07/30/2025 | | |

# Agreement for Services and Goods

**(Cooperative Contract #CSP-22-049MF)**

This Agreement for Services and Goods ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County") and The Brandt Companies, LLC. ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The County desires to retain Contractor for the services and goods relating to Williamson County Jail North Rooftop Chiller Valves (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete services and furnish all goods, materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the County's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

**ARTICLE 2 CONTRACT PRICE:** County agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Forty-Two Thousand Eight Hundred Six Dollars ($42,806.00)** in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the plans, requirements 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 County and shall achieve Final Completion within **ninety-five (95) calendar days** from the date the Work is commenced. County shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for Final Completion of the work is an essential element of the Agreement.

**ARTICLE 5 PAYMENT TERMS:**

**5.1 Invoices and Payment.** On or before the last day of each month during the performance of the Work to be provided under this Agreement, Contractor shall submit a sworn statement to the County, along with any other support documentation required by the Williamson County Auditor, setting forth the services which were completed by Contractor during such period and the compensation which is due. 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 Contractor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the Contractor 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 Contractor to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement.

**5.2 Interest and Late Payments.** County'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 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 a statement submitted by Contractor, County shall notify Contractor of the error not later than the twenty first (21st) day after the date County receives the statement. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the statement submitted by Contractor beginning on the date that the payment for the statement became overdue. If the error is resolved in favor of the County, Contractor shall submit a corrected statement 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 statement is not paid by the appropriate date.

## 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 or industry, 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 County in accordance with County'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 County nor shall the Contractor be released from any liability by reason of such approval by the County, it being understood that the County 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 means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the County informed of the progress and quality of the Work.

**6.5 Insurance.** Contractor must comply with the following insurance requirements at all times during this Agreement:

**6.5.1 Coverage Limits.** Contractor, at Contractor'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 Employer's Liability as follows:

| | |
|---|---|
| Bodily Injury by Accident | $500,000 Ea. Accident |
| Bodily Injury by Disease | $500,000 Ea. Employee |
| Bodily Injury by Disease | $500,000 Policy Limit |

.4 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.

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

**6.5.2 Certification of Coverage.** Prior to the performance of any Work, Contractor 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, Contractor 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 Contractor hereunder.

**6.5.3 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.

**6.5.4 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

**6.5.5 Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

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

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

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

**6.5.6 Notices by Contractor.** Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Contractor 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.**

**6.5.7 Premiums and Deductible.** Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. 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 $100,000 in the Contractor's insurance must be declared and approved in writing by County in advance.

**6.5.8 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.

**6.5.9 No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Contractor, 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.

**6.5.10 Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Contractor, Contractor 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's/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 Contractor'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 subcontractor/subconsultant; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Contractor hereunder.

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

**6.5.11 Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Contractor shall be borne solely by Contractor.

## ARTICLE 7 INDEMNITY:

**7.1** INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor 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 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 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 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 County 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, County 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 County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising County, or anyone claiming under County 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, goods and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the County; that the services provided will be free from faults and defects; and that the services and goods will conform with the requirements of the plans, specifications, requirements and the terms of this Agreement.

**8.2** In addition to any other warranties provided under this Agreement, Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment.

## ARTICLE 9 TERMINATION OR SUSPENSION OF THE AGREEMENT

**9.1 Termination by Contractor.** If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the County, terminate the Agreement and

recover from the County payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

**9.1.1** Issuance of an order by a court or other public authority having jurisdiction that requires all Work to be stopped;

**9.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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

**9.1.4** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

**9.2 Termination by the County for Cause.** The County may terminate the Agreement if the Contractor:

**9.2.1** Fails to commence the Work in accordance with the provisions of the Agreement;

**9.2.2** 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;

**9.2.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

**9.2.4** Fails to perform any of its obligations under the Agreement;

**9.2.5** Fails to make prompt payments when due to its subcontractors and suppliers, or as required by **Texas Government Code, Chapter 2251**;

**9.2.6** 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;

**9.2.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

**9.2.8** Has not met or in County's opinion will not meet the date of Final Completion set forth in the Agreement.

**9.3** When the County terminates the Agreement for one of the reasons stated in **Section 9.2**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under **Section 9.2**, then the termination shall be considered a termination for convenience, as provided below. If the unpaid balance of the Contract Price exceeds costs of finishing the Work at the time of a termination for one of the reasons stated in **Section 9.2**, including compensation for expenses made necessary thereby, and other damages and costs incurred by the County 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 County.

**9.4 Suspension by the County for Convenience.** The County 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 County may determine.

**9.5 Termination by the County for Convenience**

**9.5.1** The County may, at any time, terminate the Agreement for the County's convenience and without cause.

**9.5.2** Upon receipt of written notice from the County of such termination for the County's convenience, the Contractor shall:

**9.5.2.1** Cease operations as directed by the County in the notice;

**9.5.2.2** Take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

**9.5.2.3** 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.

**9.5.3** Upon County'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 10 MISCELLANEOUS PROVISIONS:**

**10.1 Audits.** Contractor 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 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 County shall have access during normal working hours to all necessary Contractor 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 Contractor reasonable advance notice of intended audits.

**10.2 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.

**10.3 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 County is a party.

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

**10.5 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 County for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

**10.6 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.

**10.7 Relationship of the Parties.** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give County 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 County in the results of the Work only. County 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 County have the power to direct the order in which Contractor's Work is performed under this agreement. County 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 County 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 County.

**10.8 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.

**10.9 No Waiver of Sovereign Immunity.** Nothing herein shall be construed as a waiver of sovereign immunity by County.

**10.10 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.

**10.11 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.

**10.12 Entire Agreement & Incorporated Documents; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between County and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Cooperative Contract #CSP-22-049MF; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

5. This Agreement between County and Contractor;
6. Exhibit "A" – Plans and Specifications;
7. Cooperative Contract #CSP-22-049MF; and
8. 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.

**COUNTY:**

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

By: _____

Printed Name: _____

Title: _____

Date: _____

**CONTRACTOR:**

The Brandt Companies, LLC

By: _____

Printed Name: Kevin Bradley

Title: Director of Special Projects

Date: 7/15/2025

# Exhibit "A"

## Plans, Requirements and Specifications

**Location of Work: Williamson County Jail, 508 Rock Street, Georgetown, TX 78626**

Scope of Work:

1. Current lead time for control valves (5 to 6 weeks)
2. Conduct a pre-test and balance on the existing three chillers.
3. Turn off each chiller one at a time. Turn off the pump and close ISO valves.
4. Drain chilled water return piping at the chiller. Cut out one section to install the new control ISO valve.
5. Groove two sections of 4" piping and install (3) four-inch (Belimo part# F6100L+JRBUP-3-T) control ISO butterfly valves with Victaulic clamps (1) per chiller.
6. Fill chilled water return piping and remove any air in system.
7. Open the ISO valves, turn on the pump, and put the chillers back into operation.
8. Controls the Scope of Work:
    a. Provide a Single Expander Module for Added Valve Outputs As Required.
    b. Actuator Low Voltage Termination.
    c. Update Programming and Graphics As Required.
    d. Provide web-based Automated Logic WebCTRL Graphical User Interface (GUI) software.
    e. Provide all programming, database configuration, and graphics for the GUI.
    f. Verify proper operation of system inputs, outputs, and sequences.
9. Insulate piping and new control valves to match existing insulation.
10. Perform final Test & Balance.

**EXCLUSIONS:**

1. Sales or Remodel Taxes.
2. Overtime or afterhours work.
3. Liquidated or consequential damages.
4. Bid, Payment or Performance Bonds.
5. Fees if customer will pay via credit card, please contact Brandt if this is desired for a non-marked up ADD.
6. Payment application fees, if required for electronic submission.
7. Lightning Protection modifications.
8. BIM, BIM Coordination, Engineering fees unless specifically noted in "Scope of Work".
9. Business interruptions or losses resultant there from consequential damages.
10. Mechanical, Electrical or Structural Engineering services.
11. BIM or 3D Modeling Coordination.
12. Any lightning protection scope.
13. Maintenance, Warranty, or repairs to existing equipment.
14. Repairs due to existing Code violations.
15. Temporary utilities or spot cooling/heating during construction.
16. Electrical wiring of any Mechanical equipment or devices, except DDC Controls.

17. Chemical Water Treatment for hydronic piping systems.
18. Hazardous waste removal if encountered.
19. Flushing loop(s) for mechanical piping systems.

**CLARIFICATIONS:**

1. Current lead time for control valves (5 to 6 weeks)
2. If any isolation valves don't hold during the installation of control valves, work will stop, and Brandt will provide the customer with a quote to replace them.
3. This proposal includes Brandt's standard time allocated to attend coordination meetings. Any additional meeting requirements by GC or Owner will incur costs.
4. This proposal outlines the standard testing requirements for any new piping systems as set by Brandt. Testing includes an air pressure test at 150 psi or 1.5 times the normal operating pressure, lasting no more than one hour. Please note that any additional testing requirements beyond these standards will incur extra costs.
6. All warranties for new equipment provided and installed by Brandt as listed in the scope of work shall begin on the date the equipment is started up.
7. Brandt's pricing is contingent upon lead times of equipment arriving in a timely manner and does not include provisions for any off-site equipment storage.
8. Any lead times shown start from time of approved submittals and are subject to change.
9. Due to the current volatility in commodity material costs that underlies our pricing, Brandt's proposal will expire 30 days from the date above. After that period, Brandt's pricing is subject to adjustment to reflect any increase in commodity material costs at the time of acceptance.
10. Brandt's proposal is conditioned upon prompt award of the project contract, in sufficient time to allow approval of submittals and procurement of materials and equipment in order to meet the project schedule.
11. Brandt reserves the right to review and approve all contract conditions as a condition of this proposal offer. Brandt's proposal is an offer expressly conditioned upon the parties reaching mutually agreeable contract terms, including but not limited to a waiver of or reasonable cap on liability for any consequential damages from any source. Any language in the contract documents that purports to exclude or supersede the conditions of this proposal is expressly rejected.
12. Brandt will promptly submit pricing for any changes, modifications, or additions to the scope of work set out in this proposal. Brandt will not be required to proceed with any changed/additional/modified work until it receives a signed change order at a mutually agreed upon price. If Brandt is directed to proceed and time is of the essence, Brandt will only be required to perform the changed/additional/modified work upon receiving a signed "time and materials" work order. The cost and Brandt's fee for this T&M work may be billed during the billing period in which the work is performed and will be due and paid within 30 days. Brandt's proposal is expressly conditioned up on the acceptance of this provision and this provision is incorporated by reference into any applicable contract documents and supersedes any provision to the contrary in those contract documents.

**Existing Rooftop Chiller:**











# 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:**
2025-1335207

**Date Filed:**
07/10/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
The Brandt Companies LLC
Carrollton, 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.**
CSP-22-049MF
Williamson County Jail North Rooftop Chiller Valves

| 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 Kevin Bradley, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (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 10th 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:**
2025-1335207

**Date Filed:**
07/10/2025

**Date Acknowledged:**
07/24/2025

**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
Carrollton, 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.**

CSP-22-049MF
Williamson County Jail North Rooftop Chiller Valves

| 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** **25.**

**Meeting Date:** 08/05/2025

Approval of Agreement for Construction Services No. 2025323 with G2 Construction Services, Inc. for the 516 Pine Street Fence Repair 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. 2025323 between Williamson County and G2 Construction Services, Inc. for the 516 Pine Street Fence Repair, in the not-to-exceed amount of Three Thousand Seven Hundred Dollars ($3,700.00), pursuant to Cooperative Contract #TIPS 241001 and authorize execution of the agreement.

### Background

This Agreement for Construction Services between Williamson County and G2 Construction Services, Inc. for the 516 Pine Street Fence Repair located at 516 Pine Street, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1007.004509 and the point of contact is Christy Matoska.

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Construction Service Agreement

Form 1295 G2 Construction Services, Inc. Complete

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 09:40 AM |
| Form Started By: Michelle McKinney | | Started On: 07/25/2025 02:24 PM |
| Final Approval Date: 07/31/2025 | | |

# Agreement for Construction Services

**(Cooperative Contract #TIPS 241001)**

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and **G2 Construction Services, Inc.** ("Contractor") is entered into in accordance with the following terms and conditions:

**ARTICLE 1 SCOPE OF WORK:** The Owner desires to retain Contractor for the construction of 516 Pine Street – Fence Repair (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 **Three Thousand Seven Hundred Dollars ($3,700.)** 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 Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

**4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

**4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

## ARTICLE 5 PAYMENT:

**5.1** Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

## ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

**6.1** Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

**6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

**6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

**6.4** Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

**6.5 Insurance.** Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

**6.5.1** The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

| | Type of Coverage | Limits of Liability |
|---|---|---|
| .1 | Worker's Compensation | Statutory |
| .2 | Employer's Liability | |
| | Bodily Injury by Accident | $500,000 Ea. Accident |
| | Bodily Injury by Disease | $500,000 Ea. Employee |
| | Bodily Injury by Disease | $500,000 Policy Limit |

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER OCCURRENCE |
|---|---|
| Commercial | |

| | |
|---|---|
| General Liability (including premises, completed operations and contractual) | $1,000,000 |
| Aggregate policy limits: | $2,000,000 |

.4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | No aggregate limit | |

.5 Damage to Rented Property/Premises (Ea. Occurrence): $100,000

.6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.7. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.8 Umbrella coverage in the amount of not less than $5,000,000.

**6.5.2** Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

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

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
(d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and
ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

**6.5.3** If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

**6.5.4** Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

**6.5.5** **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

**6.5.6** The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

**6.5.7** Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**6.5.8** Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

**6.5.9** Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

**6.5.10** Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

## ARTICLE 7 INDEMNITY:

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

**INDEMNIFICATION** - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,

ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

**7.2** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## ARTICLE 8 WARRANTY:

**8.1** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

**8.2** Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

## ARTICLE 9 PREVAILING WAGE RATE:

**9.1 Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

**9.1.2** For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

**9.1.3** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

**9.2 Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

**9.3 Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

**9.4 Complaints of Violations of Prevailing Wage Rates.** Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

**9.5 Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth ($15^{th}$) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh ($11^{th}$) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

**9.6 Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

**9.7 Prevailing Wage Retainage.** Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

**9.8** No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

## ARTICLE 10 INTENTIONALLY DELETED

## ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

### 11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

**11.1.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

**11.1.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

**11.1.3** If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

## 11.2 Termination by the Owner for Cause

**11.2.1** The Owner may terminate the Agreement if the Contractor:

**11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
**11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
**11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
**11.2.1.4** Fails to perform any of its obligations under the Agreement;
**11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
**11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
**11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
**11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

**11.2.2** When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**11.2.3** When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

**11.2.4** If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

### 11.3 Suspension by the Owner for Convenience

**11.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**11.3.2** The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

**11.3.2.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

**11.3.2.2** that an equitable adjustment is made or denied under another provision of the Agreement.

### 11.4 Termination by the Owner for Convenience

**11.4.1** The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

**11.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**11.4.2.1** Cease operations as directed by the Owner in the notice;

**11.4.2.2** Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**11.4.2.3** Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**11.4.3** Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

## ARTICLE 12 MISCELLANEOUS PROVISIONS:

**12.1 Interest and Late Payments.** Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street

Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

**12.3 Assignment.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

**12.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

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

**12.6 Notices.** All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

**12.7 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this

Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**12.8 Relationship of the Parties.** Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

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

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

**12.11 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**12.12 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**12.13 Entire Agreement & Incorporated Documents; Conflicting Terms.** This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

| **OWNER:** | **CONTRACTOR:** |
|---|---|
| WILLIAMSON COUNTY, TEXAS,<br>a political subdivision of the state of Texas | G2 Construction Services, Inc. |
| By: _____ | By: _____ |
| Printed Name: _____ | Printed Name: Timmy S. Gibson |
| Title: _____ | Title: Vice President |
| Date: _____ | Date: 7/22/25 |

# Exhibit "A"

# Plans and Specifications

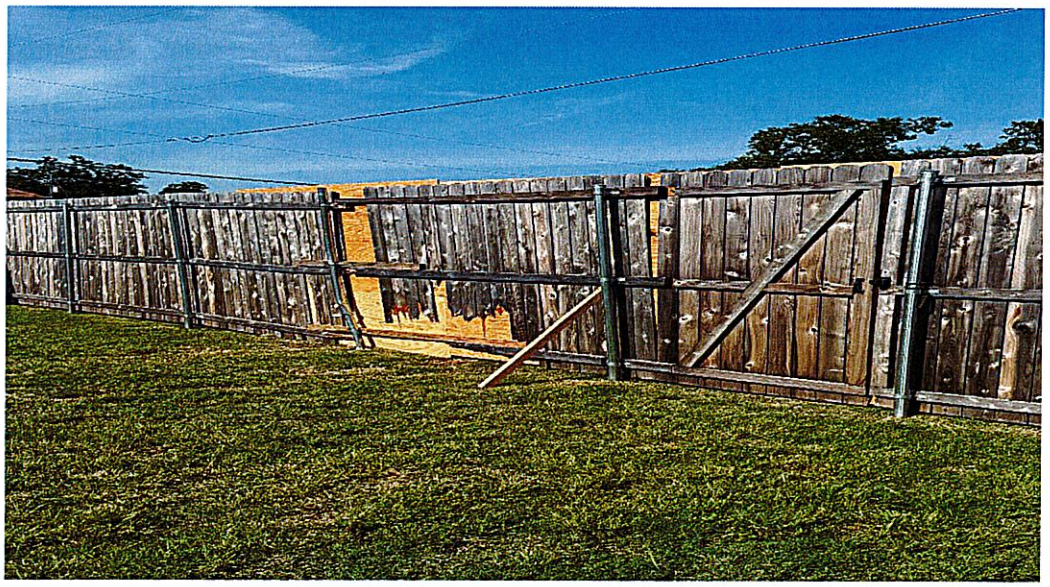
**Location of Work: 516 Pine Street, Georgetown, TX 78626**

**Scope of Work:**

Contractor will provide the following services and materials:

1. Remove and dispose of 20' of existing damaged fence, one terminal post, two-line post and one gate.
2. Furnish and install one new terminal post, two-line post, and 20' of 8' wood privacy fence with one walk gate.
3. Dispose of all debris.
4. All compliance fees are included in this Agreement.

Existing Damaged Fence:



G2 CSi
General Contractor

TIPS PURCHASING COOPERATIVE
"Purchasing Made Personal"

# Old DPS Building Fence Repair

**TIPS 241001**

7/15/2025

TEL: (512)688-5725 Fax: (512)688-5724

Submitted to Dale Butler
Company: Williamson County
Phone:512-943-1611
Job Title: Williamson County Fence Repair
Job Locations: 512 Pine St. Georgetown, TX 78626

---

The scope is as follows below.

Remove and dispose of 20' of existing fence, one terminal post, two-line post and one gate.

Furnish and install one new terminal post, two-line post, and 20' of 8' wood privacy fence with one walk gate.

Dispose of all debris.

All compliance fees are included in this proposal.

---

We propose hereby to furnish the material and labor necessary to complete this project in accordance with the above specifications, for the sum of **3,700.00** Three thousand seven hundred dollars and 00/100****

---

Feel free to contact Shane Gibson with any questions, or comments regarding the scope of this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alteration, or deviation from the above specifications involving extra cost will be executed only upon written approval and will become an extra charge over and above this estimate.

Shane Gibson: _____

3303 Shell Road, Suite 3 Georgetown, TX 78628
**Email:** sales@g2csinc.com **Fax:** 512.688.5724 **Tel:** 512.688.5725
G2 Construction Services, Inc.

# 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:**
2025-1339922

**Date Filed:**
07/22/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
G2 Construction Services, Inc.
Georgetown, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
TIPS 241001
Fence and gate repair located at 516 Pine Street, George

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Gibson, Jyl | Georgetown, TX United States | X | |
| Gibson, Jimmy | Georgetown, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

My name is Jimmy S. Gibson, 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 Williamson County, State of Texas, on the 22 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:**
2025-1339922

**Date Filed:**
07/22/2025

**Date Acknowledged:**
07/25/2025

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

G2 Construction Services, Inc.
Georgetown, TX United States

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

Williamson County

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

TIPS 241001
Fence and gate repair located at 516 Pine Street, George

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Gibson, Jyl | Georgetown, TX United States | X | |
| Gibson, Jimmy | Georgetown, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 08/05/2025

Approval of Design and Engineering Services Agreement with Komatsu/Rangel, Inc. for the Facilities Service Center & North Campus Impound Awnings utilizing 24RFSQ53 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 #24RFSQ53 to Komatsu/Rangel, Inc. for the Facilities Service Center & North Campus Impound Awnings in the amount of Six Thousand Four Hundred Six Dollars ($6,406.00) and authorize execution of the agreement.

**Background**

Komatsu/Rangel, Inc. is recommended for the award through RFSQ #24RFSQ53, which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda item no.16. Komatsu/Rangel, Inc. is recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool. This Agreement for Design Services between Williamson County and Komatsu/Rangel, Inc. is for the Facilities Service Center & North Campus Impound Awning, 3101 & 3151 SE Inner Loop, Georgetown, TX 78626. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1063.004509 and the point of contact is Christy Matoska.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Professional Service Agreement

Form 1295 Komatsu Rangel, Inc. Complete

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 09:42 AM |
| Form Started By: Michelle McKinney | | Started On: 07/25/2025 04:16 PM |
| Final Approval Date: 07/31/2025 | | |

# AGREEMENT FOR DESIGN & ENGINEERING SERVICES

**PROJECT:** **Facilities Service Center & North Campus Impound Awnings** ("Project")

**ARCHITECT/ ENGINEER:** **Komatsu/Rangel, Inc.** ("A/E")
Karl Komatsu, AIA, President, Principal-in-Charge
3880 Hulen Street, Suite 300
Fort Worth, TX 76107

**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 **seek Opinion of Probable Construction Cost for Facilities and Impound Awnings**; 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 **Six Thousand Four Hundred Six Dollars ($6,406.)** 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 **Sixty-Four Dollars ($ 64.)**.

## 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:

**Komatsu/Rangel, Inc.**
**Karl Komatsu, AIA, President, Principal-in-Charge**
**3880 Hulen Street, Suite 300**
**Fort Worth, TX 76107-7274**

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:** Komatsu/Rangel, Inc.
3880 Hulen Street, Suite 300
Fort Worth, TX 76107-7274

Attention: Karl Komatsu, AIA
President, Principal-in-Charge

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:**
Komatsu/Rangel, Inc.

By: Karl A. Komatsu
Signature

Karl A Komatsu
Printed Name

President
Title

Date Signed: 22 July 2025

**COUNTY**:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

# EXHIBIT A

# SCOPE OF BASIC SERVICES

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

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

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

## GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

# EXHIBIT A

# SCOPE OF BASIC SERVICES

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

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

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

## GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

**Organization of Plan Sheets**. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

**Naming of Electronic Project Files and Organization of Design Project Folders**. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**Referenced Documents**. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

**SCOPE OF WORK:**

Williamson County Facilities Service Center and North Campus Impound Awnings
3101 SE Inner Loop & 3151 SE Inner Loop
Georgetown, TX 78626
4509.1063-1079

A/E will provide an Opinion of Probable Construction Cost (OPCC) for both the Facilities Service Center and the North Campus Impound Awnings.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully-executed Supplemental Agreement.

**Phase I - SCHEMATIC DESIGN** - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Provide Opinion of Probable Construction Cost (OPCC) for both the Facilities Service Center and the North Campus Impound Awnings.

# EXHIBIT B

## FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

| | | | | |
|---|---|---|---|---|
| | | **$** | **6,406** | 100% |
| 100% | **Komatsu/Rangel, Inc.** | **$** | **6,406** | |
| 0% | **N/A** | **$** | **-** | |
| **Phase I - SCHEMATIC DESIGN** | | **$** | **6,406** | 100% |
| | Komatsu/Rangel, Inc. | $ | 6,406 | |
| | N/A | $ | - | |

# EXHIBIT C

## PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **thirty (30) calendar days** from the date of this Agreement.

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

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

| | |
|---|---|
| Agreement Execution Date | **07/29/25** |

**Phase I - SCHEMATIC DESIGN**

| | |
|---|---|
| Opinion of Probable Construction Cost | 08/28/25 |
| All services shall be complete on, or before: | **08/28/25** |

# EXHIBIT D

# Williamson County
# Vendor Reimbursement Policy

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

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

**1. Invoices and Affidavits**

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

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

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

**2. Travel Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

**3. Meals**

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

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

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

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

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

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

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

**5. Airfare**

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

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

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

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

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

**6. Car Rental**

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

**7. Personal Car Usage**

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

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

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

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

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

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

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

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

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

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

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

**8. Other Expenses**

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

**9. Repayment of Non-reimbursable Expense.**

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

**10. Non-Reimbursable Expenses**

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

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

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

# EXHIBIT E
# DEBARMENT CERTIFICATION

**STATE OF TEXAS** **§**
**§**
**COUNTY OF WILLIAMSON** **§**

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

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

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

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

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

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

**Komatsu/Rangel, Inc.**

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____ (Signatory Name)
the _____ (Signatory Title) of _____ (Entity Name), on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# 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:**
2025-1339963

**Date Filed:**
07/22/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Komatsu/Rangel, Inc. dba Komatsu Architecture
Fort Worth, 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.**
4100.1063
Williamson County Facilities Service Center and North Campus Impound Awnings

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Komatsu, Karl | Fort Worth, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

My address is [redacted] Fort Worth (city), TX (state), [redacted] (zip code) [redacted] (country).

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

Executed in Tarrant County, State of Texas, on the 22nd day of July (month), 2025 (year).

Karl A. Komatsu
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:**
2025-1339963

**Date Filed:**
07/22/2025

**Date Acknowledged:**
07/25/2025

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

Komatsu/Rangel, Inc. dba Komatsu Architecture
Fort Worth, 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.**

4100.1063
Williamson County Facilities Service Center and North Campus Impound Awnings

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Komatsu, Karl | Fort Worth, 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:** 08/05/2025

Award of RFSQ #25RFSQ51 Williamson County Regional Animal Shelter Building Addition Design and Engineering Services to Quorum Architects, 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 awarding RFSQ #25RFSQ51 Williamson County Regional Animal Shelter Building Addition Design and Engineering Services to Quorum Architects, Inc. in the amount of One Million One Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight Dollars ($1,177,888.00) and authorize execution of the agreement, the funding source is P719.

### Background

Williamson County sent out over twelve thousand (12,856) notifications and received seven (7) submissions. The evaluation committee is recommending that Quorum Architects, Inc. be awarded RFP #25RFSQ51 as the County is seeking qualifications from experienced firms to provide professional planning, landscape architectural, architectural, or engineering ("AE") services for the building addition of the animal shelter. The funding source is P719, and the point of contact is Christy Matoska of Facilities Management.

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Design & Engineering Services Agreement

Recommendation Letter

Evaluation Sheet Redacted

Form 1295 Quorum Architects, Inc. Complete

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:06 AM |
| Form Started By: Michelle McKinney | | Started On: 07/29/2025 03:04 PM |
| Final Approval Date: 07/31/2025 | | |

# AGREEMENT FOR DESIGN & ENGINEERING SERVICES

**PROJECT:** **Williamson County Regional Animal Shelter (WCRAS) Building Addition** ("Project")

**ARCHITECT/ ENGINEER:** **Quorum Architects, Inc.** ("A/E")
Kimberly Dowdy-Hickman
825 W Vickery Blvd., Suite 100
Fort Worth, TX 76104

**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, Texas**, 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 **build a two-story addition to the WCRAS's existing adoption facilities, which will consist of approximately 20,850 sq. ft. of enclosed space and approximately 7,200 sq. ft. of covered outdoor dog runs**; 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 **One Million One Hundred Seventy-Seven Thousand Eight Hundred Eighty-Eight Dollars ($1,177,888. )** 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 **Eleven Thousand Seven Hundred Seventy-Nine Dollars ($ 11,779.)**.

## 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:

**Quorum Architects, Inc.**
**Kim Dowdy-Hickman**
**825 W Vickery Blvd., Suite 100**
**Fort Worth, TX 76104**

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:** Quorum Architects
825 W Vickery Blvd., Suite 100
Fort Worth, TX 76104

Attention: Kimberly Dowdy-Hickman
Principal, Director of Animal Care

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:**
Quorum Architects, Inc.

By: Kim Hickman
Signature

Kim Hickman
Printed Name

Principal
Title

Date Signed: 7/22/25

**COUNTY**:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

# EXHIBIT A

# SCOPE OF BASIC SERVICES

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

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

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

## GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

**Coordination.** A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

**Level of Effort.** A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

**Quality Assurance (QA) and Quality Control (QC).** A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

**Organization of Plan Sheets**. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

**Naming of Electronic Project Files and Organization of Design Project Folders**. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

**Referenced Documents**. County standardized design and procedure documents are provided for public reference at the following web address:

https://www.wilcotx.gov/376/Facilities-Management

**SCOPE OF WORK:**

Williamson County Regional Animal Shelter (WCRAS)
1855 SE Inner Loop, Georgetown, TX 78626
P#719

A/E will design a two-story addition to the existing WCRAS adoption facility, which will consist of approximately 20,850 sq. ft. of enclosed space and approximately 7,200 sq. ft. of covered outdoor dog runs. The second floor of the WCRAS will be constructed as a shell only.

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully-executed Supplemental Agreement.

**Phase I - SCHEMATIC DESIGN** - 30% Program, Plans, Outline Specifications and Estimate

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

A. Investigate site/facility and verify known existing or available utility locations.

B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.

C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

D. Based on the mutually agreed upon program, schedule and construction budget requirements, the A/E shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. A/E will utilize related unit costs for similarly constructed facilities recently designed by A/E as a basis for using square foot costing methods along with using the services of a professional cost estimator during this phase.

E. During Schematic Design, A/E will have a boundary / topographic survey of the area developed based on conceptional drawings provided by the A/E.

F. A/E will provide up to four renderings of the new addition showing proposed design will be developed but only be schematic at this point and be very conceptual to be refined in later design phases. the area developed based on conceptual preliminary drawings provided by the

G. 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, electrical, and technology.

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: **$ 1,177,888** 100%

| | | | |
|---|---|---|---|
| 58% | **Quorum Architects Inc.** | **$** | **686,000** |
| 16% | **Civil/Landscape: Kimley Horn and Associates** | **$** | **184,670** |
| 12% | **MEP: Baird, Hampton, and Brown** | **$** | **135,870** |
| 3% | **Technology: MEPCE** | **$** | **31,100** |
| 10% | **Structural: R.L. Woods and Associates** | **$** | **115,366** |
| 1% | **Geotechnical & Building Envelope: UES** | **$** | **10,340** |
| 0% | **Building Envelope: UES** | **$** | **5,500** |
| 0% | **TDLR RAS** | **$** | **5,500** |

| **Phase I - SCHEMATIC DESIGN** | **$** | **202,384** | 17% |
|---|---|---|---|
| Quorum Architects Inc. | $ | 110,000 | |
| Civil/Landscape: Kimley Horn and Associates | $ | 37,703 | |
| MEP: Baird, Hampton, and Brown | $ | 27,500 | |
| Technology: MEPCE | $ | - | |
| Structural: R.L. Woods and Associates | $ | 16,841 | |
| Geotechnical & Building Envelope: UES | $ | 10,340 | |
| Building Envelope: UES | $ | - | |
| TDLR RAS | $ | - | |

| **Phase II - DESIGN DEVELOPMENT** | **$** | **223,792** | 19% |
|---|---|---|---|
| Quorum Architects Inc. | $ | 130,000 | |
| Civil/Landscape: Kimley Horn and Associates | $ | 47,141 | |
| MEP: Baird, Hampton, and Brown | $ | 24,200 | |
| Technology: MEPCE | $ | - | |
| Structural: R.L. Woods and Associates | $ | 22,451 | |
| Geotechnical & Building Envelope: UES | $ | - | |
| Building Envelope: UES | $ | - | |
| TDLR RAS | $ | - | |

| **Phase III - CONSTRUCTION DOCUMENTS** | **$** | **398,317** | 34% |
|---|---|---|---|
| Quorum Architects Inc. | $ | 230,000 | |
| Civil/Landscape: Kimley Horn and Associates | $ | 29,475 | |
| MEP: Baird, Hampton, and Brown | $ | 65,340 | |
| Technology: MEPCE | $ | 28,600 | |
| Structural: R.L. Woods and Associates | $ | 44,902 | |
| Geotechnical & Building Envelope: UES | $ | - | |
| Buidling Envelope: UES | $ | - | |
| TDLR RAS | $ | - | |

| **Phase IV - REGULATORY REVIEW AND PERMITS** | **$** | **25,500** | 2% |
|---|---|---|---|
| Quorum Architects Inc. | $ | 7,000 | |
| Civil/Landscape: Kimley Horn and Associates | $ | 16,500 | |
| MEP: Baird, Hampton, and Brown | $ | - | |
| Technology: MEPCE | $ | - | |
| Structural: R.L. Woods and Associates | $ | - | |
| Geotechnical & Building Envelope: UES | $ | - | |
| Buidling Envelope: UES | $ | - | |
| TDLR RAS | $ | 2,000 | |

| **Phase V - BIDDING, AWARD, AND EXECUTION** | **$** | **15,000** | 1% |
|---|---|---|---|
| Quorum Architects Inc. | $ | 15,000 | |
| Civil/Landscape: Kimley Horn and Associates | $ | - | |
| MEP: Baird, Hampton, and Brown | $ | - | |
| Technology: MEPCE | $ | - | |
| Structural: R.L. Woods and Associates | $ | - | |
| Geotechnical & Building Envelope: UES | $ | - | |
| Buidling Envelope: UES | $ | - | |
| TDLR RAS | $ | - | |

| **Phase VI - CONSTRUCTION ADMINISTRATION** | **$** | **302,965** | 26% |
|---|---|---|---|
| Quorum Architects Inc. | $ | 190,000 | |

| | | |
|---|---|---|
| Civil/Landscape: Kimley Horn and Associates | $ | 52,921 |
| MEP: Baird, Hampton, and Brown | $ | 16,830 |
| Technology: MEPCE | $ | 1,500 |
| Structural: R.L. Woods and Associates | $ | 29,172 |
| Geotechnical & Building Envelope: UES | $ | - |
| Buidling Envelope: UES | $ | 9,042 |
| TDLR RAS | $ | 3,500 |

| **Phase VII - PROJECT CLOSE-OUT** | **$** | **9,930** | 1% |
|---|---|---|---|
| Quorum Architects Inc. | $ | 4,000 | |
| Civil/Landscape: Kimley Horn and Associates | $ | 930 | |
| MEP: Baird, Hampton, and Brown | $ | 2,000 | |
| Technology: MEPCE | $ | 1,000 | |
| Structural: R.L. Woods and Associates | $ | 2,000 | |
| Geotechnical & Building Envelope: UES | $ | - | |
| Buidling Envelope: UES | $ | - | |
| TDLR RAS | $ | - | |

# EXHIBIT C

## PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Thousand, one hundred nineteen (1119) calendar days** from the date of this Agreement.

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

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

| | |
|---|---|
| Agreement Execution Date | **07/15/25** |
| **Phase I - SCHEMATIC DESIGN** | |
| Preliminary Scope and Budget analysis deliverables | 08/12/25 |
| 30% Plans, Specifications and Estimate deliverables | 11/24/25 |
| County written authorization to proceed to next phase | 12/15/25 |
| **Phase II - DESIGN DEVELOPMENT** | |
| 60% Plans, Specifications and Estimate deliverables | 04/20/26 |
| County written authorization to proceed to next phase | 05/11/26 |
| **Phase III - CONSTRUCTION DOCUMENTS** | |
| Site Development Plans application submittal to City | 12/21/26 |
| Complete Plans, Specifications and Estimate deliverables | 10/05/26 |
| County written authorization to proceed to next phase | 10/26/26 |
| **Phase IV - REGULATORY REVIEW AND PERMITS** | |
| Sealed Plans and Specifications and Estimate deliverables to County | 12/14/26 |
| Plans submittal to TDLR and Permit application submittal to City | 12/21/26 |
| Construction Permits received from City | 02/01/27 |
| **Phase V - BIDDING, AWARD, AND EXECUTION** | |
| Permitted Plans and Specifications and Estimate deliverables to County | 02/08/27 |

| | |
|---|---|
| County advertises project for Bid | 03/08/27 |
| Contract Award | 04/05/27 |

**Phase VI - CONSTRUCTION ADMINISTRATION**

| | |
|---|---|
| Contractor Notice to Proceed | 04/12/27 |
| Construction Substantial Completion | 06/12/28 |

**Phase VII - PROJECT CLOSE-OUT & WARRANTY PERIOD**

| | |
|---|---|
| Record Documents deliverables | 07/10/28 |

All services shall be complete on, or before: **08/07/28**

# 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.

**Quorum Architects, Inc.**

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____ (Signatory Name)
the _____ (Signatory Title) of _____ (Entity Name), on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

# EXHIBIT F

# CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

# CONSULTANT
# DESIGN DELIVERABLE
# GUIDELINES




Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

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

## SCHEMATIC DESIGN PHASE

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

This deliverable shall consist of the following PDF documents:

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

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

This deliverable shall consist of the following PDF documents:

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

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

5) Updated design delivery schedule.

## DESIGN DEVELOPMENT PHASE

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

This deliverable shall consist of the following PDF documents:

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

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

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

## CONSTRUCTION DOCUMENTATION PHASE

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

This deliverable shall consist of the following PDF documents:

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

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

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

## REGULATORY REVIEW & PERMITTING PHASE

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

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

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

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

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

## CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

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

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

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

## CONSTRUCTION ADMINISTRATION PHASE

*Various deliverables are required throughout this phase*

As required, provide the following PDF documents:

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

## PROJECT CLOSE-OUT PHASE

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

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

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

## DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

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

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

3) See adjacent example for "Interim Stamp"




## REJECTION OF DELIVERABLE

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

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

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

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

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

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

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

July 22, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFSQ51
Williamson County Regional Animal Shelter (WCRAS) Building Addition
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions, the evaluation committee found **Quorum Architects, Inc.** to be the best-suited candidate to design a two-story addition to the WCRAS's existing adoption facilities.

Based on the Committee's evaluation, the Wilco Facilities Management Department recommends that the Williamson County Commissioners Court award the Agreement for Design & Engineering Services to **Quorum Architects, Inc.**

Sincerely,

Dale Butler
Senior Director, Facilities Management

WILLIAMSON COUNTY
(512) 943-1599
dale.butler@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

25RFSQ51

**WCRAS Building Addition**
**Architect/Engineer**

**EVALUATION**

| FIRM | TOTAL SCORE | Company Experience of Similar Type & Size Projects (30 points) | Company Performance w/Government Agencies (20 points) | Process (30 points) | Project Manager Professional Experience (20 points) | Ranking |
|---|---|---|---|---|---|---|
| BLGY Architecture | 58 | 20 | 18 | 15 | 5 | 6 |
| FMD dba Shelter Planners of America | 82 | 30 | 20 | 15 | 17 | 2 |
| Holder + Southwick Architects | 40 | 15 | 10 | 10 | 5 | 7 |
| Jackson Ryan Architects | 66 | 28 | 10 | 10 | 18 | 3 |
| Pillar Architecture Studio | 60 | 15 | 10 | 17 | 18 | 5 |
| **Quorum Architects Inc** | **100** | **30** | **20** | **30** | **20** | **1** |
| Sunland Group | 62 | 15 | 12 | 17 | 18 | 4 |

[redacted]

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1340326

**Date Filed:**
07/22/2025

**Date Acknowledged:**

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

Quorum Architects, Inc.
Fort Worth, 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 Co

**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.**

P719-WCRAS
Design Services for Williamson County Regional Animal Shelter (WRAS) Building Addition

| 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 Kim Hickman, and my date of birth is [redacted].

My address is [redacted], Fort Worth (city), TX (state), [redacted] (zip code), United States (country).

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

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

Kim Hickman

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:**
2025-1340326

**Date Filed:**
07/22/2025

**Date Acknowledged:**
07/29/2025

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

Quorum Architects, Inc.
Fort Worth, 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 Co

**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.**

P719-WCRAS
Design Services for Williamson County Regional Animal Shelter (WRAS) Building Addition

| 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** **28.**

**Meeting Date:** 08/05/2025

Award of RFP # 25RFP55-Irrigation Services to American Irrigation Repair, 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 awarding RFP # 25RFP55-Irrigation Services to American Irrigation Repair, LLC in the amount of One Hundred Thousand Dollars ($100,000.00) and authorize execution of the agreement.

### Background

Williamson County sent out over seven hundred eighty (782) notifications and received four (4) submissions, which only three (3) were considered due to it being a mandatory solicitation meeting that one company was not in attendance for. The evaluation committee is recommending that American Irrigation Repair, LLC be awarded RFP #25RFP55 to provide Irrigation Maintenance and Repair Services for Williamson County to include inspections and systems checks, annual backflow testing, labor rates for repairs, labor rates for minor installations, quarterly reporting and central control monitoring/scheduling. This contract takes effect October 1, 2025, and continues until September 30, 2027, and may renew for up to four (4) additional one-year terms. The funding source is 01.0100.0509.004500 and the point of contact is Sheila Rivera of Facilities Management.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Services Contract

Recommendation Letter

Evaluation Sheet Redacted

Form 1295 American Irrigation Repair, LLC Complete

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:05 AM |
| Form Started By: Michelle McKinney | | Started On: 07/29/2025 02:29 PM |
| Final Approval Date: 07/31/2025 | | |

# WILLIAMSON COUNTY
# SERVICES CONTRACT
AMERICAN IRRIGATION REPAIR LLC
(25RFP55)

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

**THIS SERVICES CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **American Irrigation Repair 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 irrigation maintenance services as described in the County's solicitation documents and at the locations designated in the attached Price Sheet marked as Exhibit "A," which is incorporated herein. Related repair services will be outlined in a Statement of Work ("SOW") to be provided by Service Provider upon direction of the County.

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

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

## II.

**Effective Date and Term:** This Contract shall be in full force and effect as of October 1, 2025 and shall continue until September 30, 2027 ("Initial Term"). Unless terminated sooner pursuant to paragraph IX of this Contract, at the end of the Initial Term the parties may renew the Contract for up to four (4) additional one-year (1) terms.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed rate as set out in **Exhibit "A"**. The not-to-exceed amount for the life of this contract shall be One Hundred Thousand ($100,000.00) per fiscal year. For purposes of this Contract, the County's fiscal year shall be October 1st to September 30th.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| | **Type of Coverage** | **Limits of Liability** |
|---|---|---|
| a. | Worker's Compensation | Statutory |
| b. | Employer's Liability | |
| | Bodily Injury by Accident | $500,000 Ea. Accident |
| | Bodily Injury by Disease | $500,000 Ea. Employee |

| | | |
|---|---|---|
| Bodily Injury by Disease | | $500,000 Policy Limit |

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | | No aggregate limit |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

**V.**

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

**VI.**

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

RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## VIII.

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

## IX.

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

**X.**

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

**XI.**

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

**XII.**

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

**XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

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

**XVI.**

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

**XVII.**

**Public Information:** Service Provider understands that County will comply with the Texas

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

**XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

**XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

**XX.**

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

**XXI.**

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

A. As described in the attached Price Sheet, marked as **Exhibit "A"**;
B. County's Solicitation Documents (25RFP55);
C. Insurance certificates evidencing coverages required herein above; and
D. Any Amendments agreed to by both parties.

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

**XXII.**

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

may execute this Contract on behalf of the County.

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

**AMERICAN IRRIGATION REPAIR LLC:**

_____
Authorized Signature

Justin Wilson, Managing member
Printed Name

Date: July, 22nd 2025

**Approved as to Legal Form**
**JACQUELINE LENTZ**
**General Counsel, Commissioners Court**
Date: Jul 23 2025 Time: 8:27 am

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

# Exhibit “A”

**Section B: Compensation and Fee Schedule**

Current facilities are listed as follows:

| Property | Quarterly Inspections, System Checks and Maintenance Cost | Total Annual Maintenance (Quarterly cost x4) | Annual Backflow Inspection & Reporting Cost | Total Annual Cost |
|---|---|---|---|---|
| 1032 – Cedar Park | $ 298.00 | $ 1,192.00 | $ 97.00 | $ 1,289.00 |
| 1026 – CMF | $ 398.00 | $ 1,592.00 | $ 97.00 | $ 1,689.00 |
| 1064- CAC | $ 398.00 | $ 1,592.00 | $ 97.00 | $ 1,689.00 |
| 1000- Courthouse | $ 298.00 | $ 1,192.00 | $ 97.00 | $ 1,289.00 |
| 1071- ESOC | $ 430.00 | $ 1,720.00 | $ 97.00 | $ 1,817.00 |
| 1047 – EXPO Main | $ 330.00 | $ 1,320.00 | $ 97.00 | $ 1,417.00 |
| 1047 – EXPO Tarmac | $ 99.00 | $ 396.00 | $ 97.00 | $ 493.00 |
| 1047 – EXPO RV Park | $ 99.00 | $ 396.00 | $ 97.00 | $ 493.00 |
| 1047 – EXPO West Arena | $ 398.00 | $ 1,592.00 | $ 97.00 | $ 1,689.00 |
| 1063- Facilities | $ 298.00 | $ 1,192.00 | $ 97.00 | $ 1,289.00 |
| 1080 – GTA | $ 398.00 | $ 1,592.00 | $ 97.00 | $ 1,689.00 |
| 1051- Tax Office | $ 99.00 | $ 396.00 | $ 97.00 | $ 493.00 |
| 1043 – ILoop | $ 398.00 | $ 1,592.00 | $ 97.00 | $ 1,689.00 |
| 1043-ILoop Courtyard | $ 99.00 | $ 396.00 | $ 97.00 | $ 493.00 |
| 1062- Hutto | $ 197.00 | $ 788.00 | $ 97.00 | $ 885.00 |
| 1066 – Jester | $ 729.00 | $ 2,916.00 | $ 97.00 | $ 3,013.00 |
| 1048 – JP4 | $ 148.00 | $ 592.00 | $ 97.00 | $ 689.00 |
| 1046 – Jail/PG | $ 330.00 | $ 1,320.00 | $ 97.00 | $ 1,417.00 |
| 1009- Justice Center | $ 265.00 | $ 1,060.00 | $ 97.00 | $ 1,157.00 |
| 1045- JJC | $ 863.00 | $ 3,452.00 | $ 97.00 | $ 3,549.00 |
| 1077 – NC | $ 398.00 | $ 1,592.00 | $ 97.00 | $ 1,689.00 |
| 1005/1006-RR | $ 148.00 | $ 592.00 | $ 97.00 | $ 689.00 |
| 1008 – SO | $ 99.00 | $ 396.00 | $ 97.00 | $ 493.00 |
| 1075- SOTC | $ 148.00 | $ 592.00 | $ 97.00 | $ 689.00 |
| 1033 – Taylor | $ 148.00 | $ 592.00 | $ 97.00 | $ 689.00 |
| 1073- TX Ave | $ 132.00 | $ 528.00 | $ 97.00 | $ 625.00 |
| 1090-Bob Phillips Bldg | $ 99.00 | $ 396.00 | $ 97.00 | $ 493.00 |
| WCRAS | $ 398.00 | $ 1,592.00 | $ 97.00 | $ 1,689.00 |
| Wilco Headquarters | $ 863.00 | $ 3,452.00 | $ 97.00 | $ 3,549.00 |
| | | | **Grand Total** | $ 38,833.00 |

**C. Labor Rates/Parts**

| Labor Rates | Cost (licensed technician / laborer) |
|---|---|
| Repair/Service Call Labor rate only | 78 / 56 |
| Emergency Repair – Business Hours | 100 / 80 |
| Emergency Repair – After House/Nights | 125 / 103 |
| Labor Rate for Minor Installations | 78 / 56 |

| Parts to be charged (% discount off list price) | | |
|---|---|---|
| Successful Respondent may invoice for parts at | 25.0% | discount. |

| Parts and Materials Markup |
|---|
| ***Invoice(s) for work performed shall require a copy of the parts and materials receipt to be included when the total, including mark-up, exceeds $500.00.<br>****Williamson County reserves the right to request from Contractor any documentation that reflects price for verification purposes. |

**Cost is defined as sales receipt or invoiced amount from supplier or subcontractor. Williamson County reserves the right to require receipts, invoices or other backup documentation to verify pricing and Successful Respondent's invoice.**

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

July 10, 2025

To: Williamson County Purchasing Department

Re: 25RFP55-Irrigation Services, as needed
Recommendation of Agreement Award

The recommendation from the RFP Evaluation Committee is to award the Irrigation Maintenance & Repair Services contract to American Irrigation Repair, LLC. This evaluation is based on all items outlined in the evaluation criteria in 25RFP55. Proposal pricing is within budget for these services.

American Irrigation Repair, headquarter office located in Georgetown, Texas, has been in business since 1997. American Irrigation Repair staff are Licensed Irrigators and Irrigation Technicians by the Texas Commission on Environmental Quality. American Irrigation Repair has worked with Williamson County Facilities Management staff on multiple projects and routine maintenance and has familiarity with County properties. American Irrigation demonstrated experience working with multiple municipalities, City of Georgetown, GISD, among others with scope of work similar to this RFP.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract based on the committee's recommendation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

| Williamson County 25RFP55- Williamson County Irrigation Services for Williamson County, Texas<br>Evaluation Date Thursday, July 9, 2025 @ 11:00 am | | American Irrigation Repair LLC | Freddy's Make Ready & Home Remodeling LLC | Hands On Development, LLC-non present at Mandatory | Yellowstone Landscape Central, Inc |
|---|---|---|---|---|---|
| **Evaluation Criteria** | **Max Points** | | | | |
| **Proposal Requirements and Completeness of Proposal**<br>•Attachment D-Table of Contents,<br>•Attachment J- Form CIQ-Conflict of Interest Questionnaire,<br>•Attachment K-Proposal Affidavit (Signature),<br>•Attachment M-FEMA Addendum to mean FEMA Required Contract Provisions | **P/F** | Pass | Pass | | Pass |
| **Relevent Experience and Qualifications**<br>•Attachment C-Transmittal Letter,<br>•Attachment E-Executive Summary,<br>•Attachment H-Similar Contracts | **35** | 35 | 20 | | 30 |
| **Price**<br>•Attachment F-Pricing Sheet | **30** | 25 | 7 | | 26 |
| **Proposed Methodology**<br>•Attachment N-Proposed Methodology | **20** | 20 | 10 | | 15 |
| **References, Experiences, Reputation, and Compliance**<br>•Attachment G-Proposal References,<br>•Attachment I-Cancelled or Terminated Contracts | **15** | 15 | 5 | | 5 |
| Total | **100** | **95** | **42** | **0** | **76** |

[redacted]

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1340019

**Date Filed:**
07/22/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
American Irrigation Repair LLC
Georgetown, TX United States

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
25RFP55
Irrigation maintenance and repair services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Wilson, Justin | Georgetown, TX United States | X | |
| Wilson, Ashly | Georgetown, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

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

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

Executed in Williamson County, State of Texas, on the 22 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:**
2025-1340019

**Date Filed:**
07/22/2025

**Date Acknowledged:**
07/29/2025

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

American Irrigation Repair LLC
Georgetown, TX United States

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

Williamson County

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

25RFP55
Irrigation maintenance and repair services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Wilson, Justin | Georgetown, TX United States | X | |
| Wilson, Ashly | Georgetown, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 08/05/2025

No Award for IFB #25IFB49 Portland Cement and approval of quote Ash Grove Cement for Road and Bridge

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

**Department:** Purchasing

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on formally closing out and not awarding #25IFB49 Portland Cement, due to the only bid submittal received exceeds Road and Bridge Department budget parameters, and approve the Contract# 2025320 quote for Portland cement with Ash Grove Cement with the attached unit pricing on vendor's quote.

### Background

The Purchasing Department solicited sealed bids under IFB #25IFB49 for Portland Cement and invitations for bids were electronically sent to three hundred eighty-four (384) vendors with nineteen (19) document takers and one (1) submission bid was received that was outside the parameters of the R&B Department budgeted amount. In the event of no responsive bids being received, the Williamson County Purchasing policy allows for a quote to be utilized for the purchase for a period of twelve (12) months, per Local Government Code 262.0245 and Purchasing Policy. Budgeted amount $115,000. Funding source: 01.0200.0210.003597. Department Point of Contact is Kelly Murphy.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Quote

Recommendation Letter

Form 1295

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 02:46 PM |
| Form Started By: Fernando Ramirez | | Started On: 07/23/2025 02:27 PM |
| Final Approval Date: 07/30/2025 | | |

# WILLIAMSON COUNTY QUOTE FORM

## PORTLAND CEMENT FOR WILLIAMSON COUNTY ROAD AND BRIDGE DIVISION

NAME OF VENDOR: Ash Grove Cement

Mailing Address: 7781 FM 1102

City: New Braunfels State: TX Zip: 78132

Email Address: dewitt.carnes@ashgrove.com

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (512) 658-5268

| ITEM # | DESCRIPTION | UNIT | EXPECTED QUANTITY | UNIT PRICING – DELIVERED TO CENTRAL MAINTENANCE FACILITY[1] | UNIT PRICING DELIVERED TO PROJECT SITE WITHIN WILCO | UNIT PRICING - PICKED UP |
|---|---|---|---|---|---|---|
| 1 | Portland Cement Type I/II | Ton | 3,500 | **$200/ton** Plus freight: $23.56/ton Plus fuel surcharge (See table) | **$200/ton** Plus freight and fuel surcharge (See tables) | **$200/ton** |

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78626

Signature of Person Authorized to Sign

Date: 7-21-2025

Printed Name and Title of Signer: DeWitt Carnes Major Market Mgr.

Hunter Rates

| Hunter Market | |
|---|---|
| Miles | Rate |
| 0-30 | $ 10.60 |
| 31-40 | $ 12.48 |
| 41-50 | $ 15.34 |
| 51-60 | $ 17.82 |
| 61-70 | $ 19.58 |
| 71-80 | $ 21.72 |
| 81-90 | $ 23.56 |
| 91-100 | $ 25.71 |
| 101-110 | $ 26.47 |
| 111-120 | $ 27.03 |
| 121-130 | $ 28.66 |
| 131-140 | $ 31.12 |
| 141-150 | $ 32.31 |
| 151-160 | $ 33.32 |
| 161-170 | $ 34.17 |

$200 Spread Fee per load 7.21.2025
$95 Detention per hour 7.21.2025

Anything outside of the 170 mile will be bid individually
Minimum of 24 tons applied on all loads

| $2.40 Fuel Table | | |
|---|---|---|
| Cost of Fuel | | Surcharge |
| $ 2.40 | $ 2.49 | 1% |
| $ 2.50 | $ 2.59 | 2% |
| $ 2.60 | $ 2.69 | 3% |
| $ 2.70 | $ 2.79 | 4% |
| $ 2.80 | $ 2.89 | 5% |
| $ 2.90 | $ 2.99 | 6% |
| $ 3.00 | $ 3.09 | 7% |
| $ 3.10 | $ 3.19 | 8% |
| $ 3.20 | $ 3.29 | 9% |
| $ 3.30 | $ 3.39 | 10% |
| $ 3.40 | $ 3.49 | 11% |
| $ 3.50 | $ 3.59 | 12% |
| $ 3.60 | $ 3.69 | 13% |
| $ 3.70 | $ 3.79 | 14% |
| $ 3.80 | $ 3.89 | 15% |
| $ 3.90 | $ 3.99 | 16% |
| $ 4.00 | $ 4.09 | 17% |
| $ 4.10 | $ 4.19 | 18% |
| $ 4.20 | $ 4.29 | 19% |
| $ 4.30 | $ 4.39 | 20% |
| $ 4.40 | $ 4.49 | 21% |
| $ 4.50 | $ 4.59 | 22% |
| $ 4.60 | $ 4.69 | 23% |
| $ 4.70 | $ 4.79 | 24% |
| $ 4.80 | $ 4.89 | 25% |
| $ 4.90 | $ 4.99 | 26% |
| $ 5.00 | $ 5.09 | 27% |
| $ 5.10 | $ 5.19 | 28% |
| $ 5.20 | $ 5.29 | 29% |
| $ 5.30 | $ 5.39 | 30% |
| $ 5.40 | $ 5.49 | 31% |
| Fuel Surcharged will be figured and based from the Gulf Coast DOE Fuel Rate (Diesel) | | |

7-21-2025

June 6, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB49 – Portland Cement

After reviewing the one submission for this solicitation, we have concluded that the submitted bid unit prices significantly exceed our budget parameters for this material. I recommend to the Williamson County Commissioners Court that they reject this submission.

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

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1341269

**Date Filed:**
07/24/2025

**Date Acknowledged:**
07/24/2025

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

ash grove cement
New Braunfels, 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.**

2025320
bulk cement

| 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:**
2025-1341269

**Date Filed:**
07/24/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
ash grove cement
New Braunfels, 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.**
2025320
bulk cement

| 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 DeWitt CARNES, and my date of birth is [redacted].

My address is [redacted], TX, 78132, USA.
(city) (state) (zip code) (country)

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

Executed in Comal County, State of Texas, on the 24 day of July (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 08/05/2025

Atlas 24RFSQ12 WA2 CR 201

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

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $29,315.00 to expire December 31, 2025 under Williamson County contract for Engineering Services between Atlas Technical Consultants, LLC and Williamson County dated March 19, 2024 for CR 201. Funding source: P499.

### Background

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Atlas 24RFSQ12 WA2 CR 201

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/31/2025 11:03 AM |
| County Judge Exec Asst. | Delia Colon | 07/31/2025 12:09 PM |
| Form Started By: Vicky Edwards | | Started On: 07/30/2025 01:02 PM |
| Final Approval Date: 07/31/2025 | | |

# WORK AUTHORIZATION NO. 02

## WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 201

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March19, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Atlas Technical Consultants, LLC. (the "Engineer").

Part 1. 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 $29,315.00.

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: | COUNTY: |
|---|---|
| **Atlas Technical Consultants, LLC** | **Williamson County, Texas** |
| By: _____ | By: _____ |
| Signature | Signature |
| Jimmy Baldwin | _____ |
| Printed Name | Printed Name |
| Operations Manager/Project Manager | _____ |
| 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

# ATTACHMENT A
# SERVICES TO BE PROVIDED BY THE COUNTY FOR
# CR 201

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.
4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide 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.
7. Submittal of documentation to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Engineer and the County's other subconsultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.

12. Provide an agent as necessary to secure proposed ROW.

13. Provide construction observation and review contractor pay applications and progress.

14. Provide Engineer with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.

15. Review Engineer progress, submittals, and plan changes.

# ATTACHMENT B
# SERVICES TO BE PROVIDED BY THE ENGINEER FOR
# CR 201

## PROJECT DESCRIPTION

PROJECT LIMITS

The project limits are from CR 200 to 1000 feet north of Umbrella Sky, for approximately 2.0 miles.

EXISTING FACILITY

The existing facility is a 2-lane roadway with asphalt pavement. The existing right of way (ROW) varies from 40 feet to 100 feet.

PROPOSED FACILITY

The proposed facility is an interim 2-lane roadway with 2-foot shoulders of an ultimate median arterial divided 4-lane curbed section with a raised median. The proposed ROW width is 136 feet, within the project limits mentioned above. The scope of this work authorization is to perform borings and provide recommendations for subgrade preparation.

1. PROJECT MANAGEMENT

   a. COMMUNICATION:

      - Engineer shall designate Project Manager or one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

      - 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.

      - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:

- Prepare a project specific QA/QC plan and submit to the County within ten (10) days of notice to proceed if requested.

- For each deliverable submittal, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.

- Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

d. PROJECT COORDINATION & ADMINISTRATION:

- Prepare and maintain routine project record keeping including records of meetings and minutes.
- Correspondence and coordination will be handled through & with the concurrence of the GEC.
- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, coordinate and review sub-consultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to Project-related inquiries.

e. PROGRESS/COORDINATION MEETINGS (3 external meetings assumed):

- Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

f. PROJECT SCHEDULE:

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

g. PROJECT DOCUMENTS/FILES:

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

h. DELIVERABLES:

- Monthly Invoices and Progress Reports including Deliverable Table
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule and Updates
- Project Files
- QA/QC Documentation with Deliverable

2. GEOTECHNICAL SERVICES

a. BORINGS:

- Prepare a geotechnical boring layout KMZ for approval by the county before commencing the field investigation using the Client Requested Boring Location Plan as a guide (see attached) and update to reflect the current ROW footprint. As provided by the Client, the boring program will include borings within and beyond the existing pavement structure and right-of-way at approximately 1,200-ft intervals.

- The minimum spacing and depth of borings for pavement per the latest TxDOT Geotechnical Manual and the Williamson County Road Bond Program Design Criteria Manual (please provide the most recent version to Geotechnical Engineer). Groundwater elevations shall be taken 15 minutes after initial encounter with groundwater. If feasible, additional groundwater elevations shall be taken where clay soils are encountered to obtain a static water level; however, each borehole should be backfilled no later than end of workday for safety protocols. Field testing shall consist of either the Texas Cone Penetrometer (TCP) or the Standard Penetration Test (SPT) at a minimum of 5 foot intervals, along with NX-size coring within bedrock when feasible. In between the TCP/SPT interval obtain Shelby Tube samples and bag samples appropriate for laboratory testing. Pavement boring spacing shall be performed

at intervals per the TxDOT Pavement Design Manual and should be to a depth of 15 feet.

1. Collect geotechnical borings in support of pavement design. For the purpose of scoping, 10 borings maximum are assumed. Drill test holes at least 15' deep. Dynamic cone penetration (DCP) tests will be conducted in the vicinity of each pavement boring location. Ten bulk samples along the alignment will be collected for laboratory testing.

- The Engineer shall be responsible for Soil Core Hole Drilling required for pavement and culvert borings. The Engineer shall follow the procedures in the TxDOT Geotechnical Manual and will contact the appropriate utility location services to have underground utilities located prior to drilling in an area.
- The soil borings will be properly backfilled with bentonite chips and a single lift of cold patch asphalt where applicable. The soil samples will be obtained using Shelby tubes and/or split-spoon samplers. Field-testing of soil samples will include pocket penetrometer in the cohesive soils and Standard Penetration Test (SPT) in the cohesionless soils. Standard Penetration Test will be performed in all borings at five-foot intervals.
- Provide traffic control as needed to support field geotechnical exploration.
- Provide clearance of all utilities prior to drilling.
- Provide limited clearing to access boring locations for a truck-mounted drill rig.
- Provide the proposed field (SPTs, Tubes, etc.) and proposed laboratory testing for the 10 borings.

b. GEOTECHNICAL REPORTS:

- Provide copy of field and/or draft boring logs within 48hrs of boring completion for preliminary review.
- Perform appropriate laboratory tests on soil samples recovered from the borings. Laboratory testing will include but not limited to: moisture content, liquid limit, plastic limit, unconfined compression, free swell, sulfate testing, particle size analysis tests, visual classification, dry density, moisture-density relationships (aka, Proctor), California Bearing Ratio (CBR) tests, sulfate content tests, pH and lime series analyses.

- Provide a Geotechnical Investigation for the project evaluated by a professional geotechnical engineer Licensed in the State of Texas. The following items willbe included in the geotechnical report: soil boring locations, boring logs (TxDOT Wincore output graphs/format), and plan of borings, subsurface exploration procedures, encountered subsurface conditions, field and laboratory test results, description of surface and subsurface conditions, groundwater conditions/readings, analysis and recommendations for culvert bedding, general earthwork recommendations, Swell potential evaluations, subgrade stabilization utilizing and flexible base layer (if lime is not recommended, an explanation shall be provided for approval by the County Engineer), PVR calculations.
- Provide geotechnical analysis needed for pavement design and culvert design, as required. Pavement analysis to be performed per Williamson County Design Manual.
- Provide subgrade preparation recommendations based on the field testing, laboratory testing, and analysis following the Williamson County Design Criteria Manual.
- Evaluate and identify areas of sulfate heave and soil swell potential.
- Subgrade improvement based on TxDOT Potential Vertical Rise (PVR) analysis (Tex- 124-E).

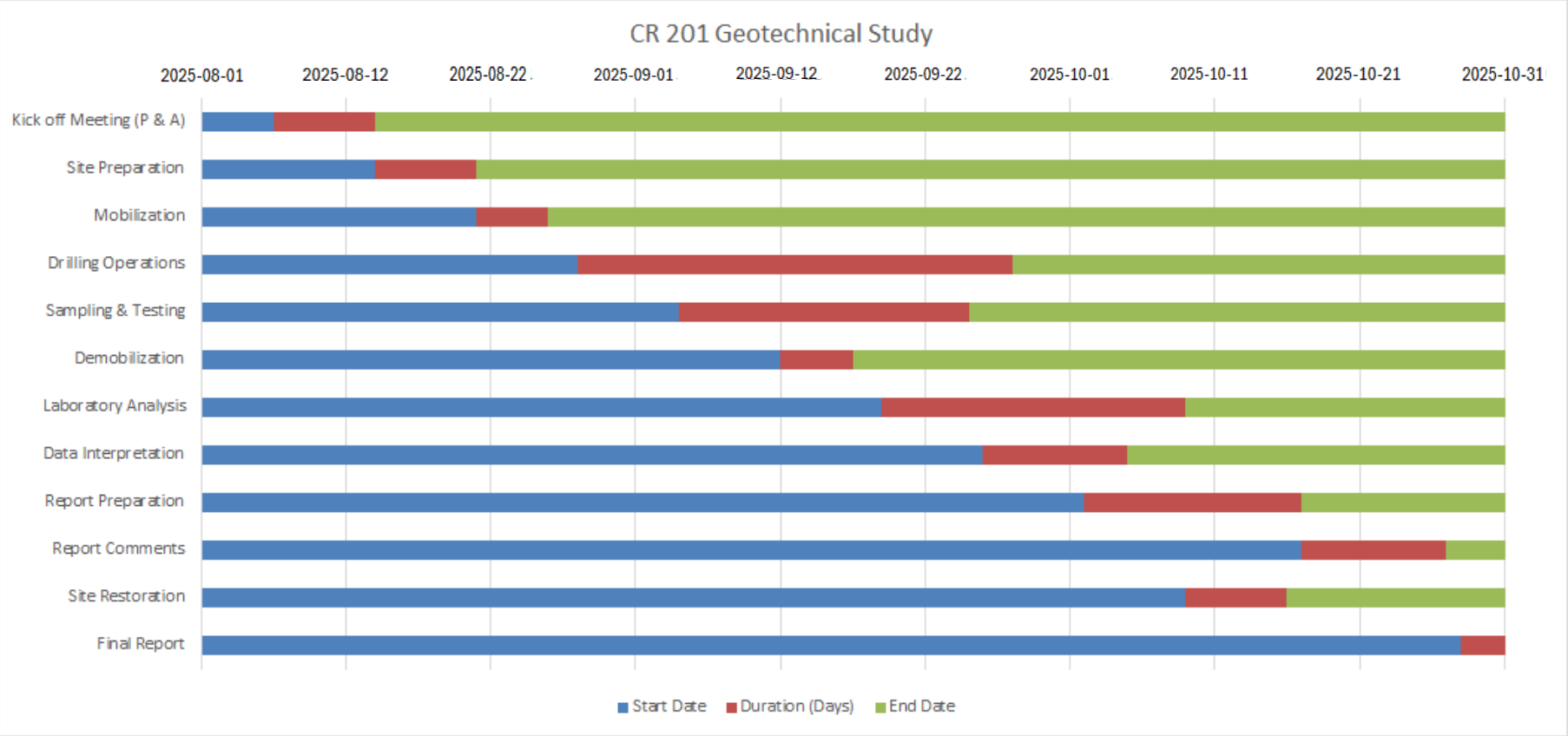
c. BORING DATA SHEETS:

- Prepare signed and sealed soil boring data sheets using digital boring log images for eventual incorporation in the plan sets.

d. DELIVERABLES:

- Boring Layout KMZ
- Draft and signed and sealed Geotechnical Report
- Signed and sealed boring data sheets

# Attachment C - Schedule
# CR 201




| Task | Start Date | Duration (Days) | End Date |
|---|---|---|---|
| Kick off Meeting (P & A) | 2025-08-05 | 7 | 2025-08-12 |
| Site Preparation | 2025-08-12 | 7 | 2025-08-19 |
| Mobilization | 2025-08-19 | 5 | 2025-08-24 |
| Drilling Operations | 2025-08-26 | 30 | 2025-09-25 |
| Sampling and Testing | 2025-09-02 | 20 | 2025-09-22 |
| Demobilization | 2025-09-09 | 5 | 2025-09-14 |
| Laboratory Analysis | 2025-09-16 | 21 | 2025-10-07 |
| Data Interpretation | 2025-09-23 | 10 | 2025-10-03 |
| Report Preparation | 2025-09-30 | 15 | 2025-10-15 |
| Report Comments | 2025-10-14 | 10 | 2025-10-24 |
| Site Restoration | 2025-10-06 | 7 | 2025-10-13 |
| Final Report | 2025-10-27 | 4 | 2025-10-31 |

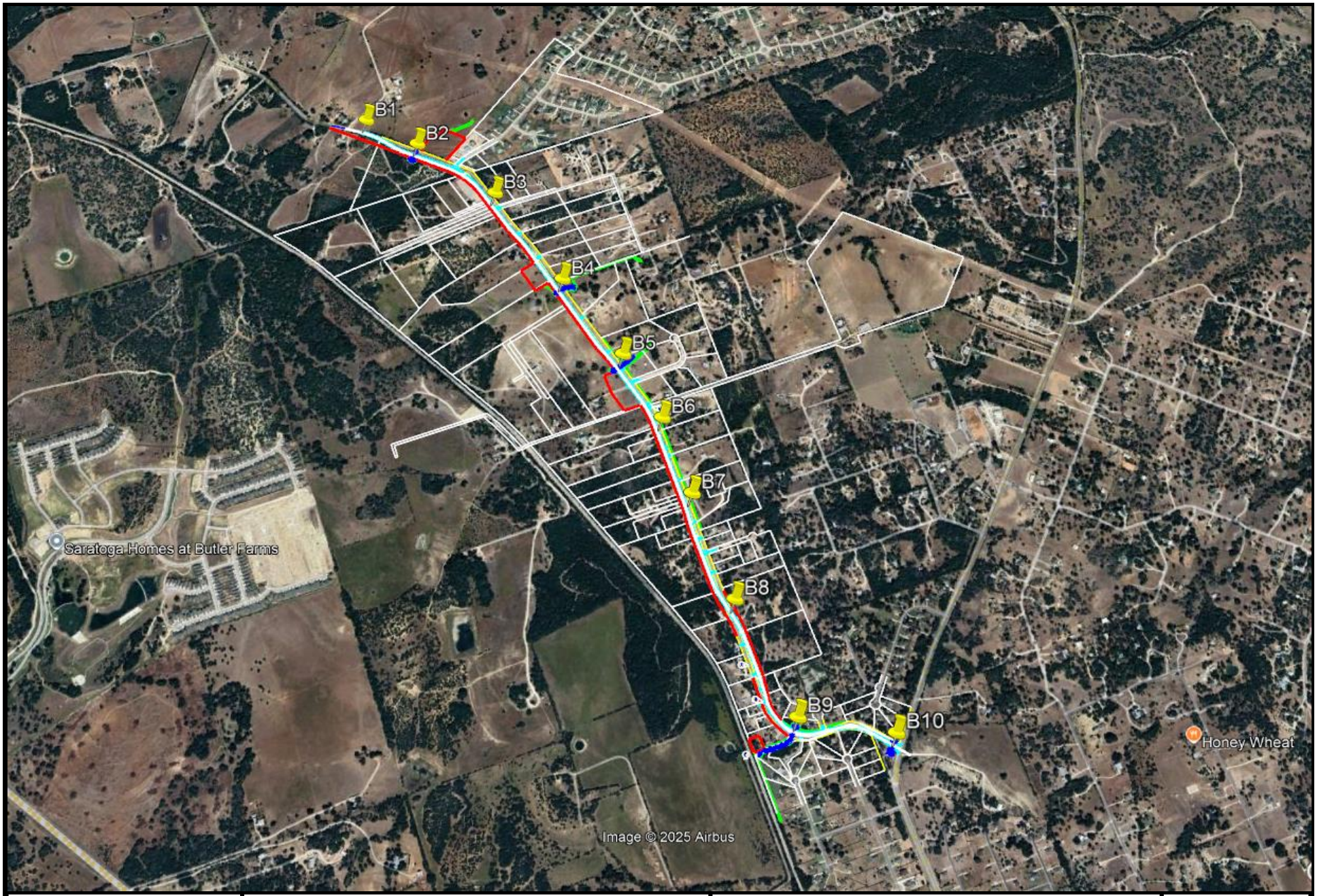
**ATTACHMENT D - FEE SCHEDULE**
**CR 201**

| Hourly Rate: | UNITS | SENIOR ENGINEER $225.00 | SENIOR ENGINEER $225.00 | PROJECT MANAGER $113.00 | ENGINEER $167.00 | ENGINEER $167.00 | EIT $98.00 | Project Manager (Logger) $113.00 | Field Technician (Soils) $76.00 | Field Technician (1B) $76.00 | ADMIN $53.00 | Sub Total | Hr/Unit | Labor |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **TASK** | | Hours | | | | | | | | | | Hours | | Cost |
| **GEOTECHNICAL ENGINEERING SERVICES- LABOR** | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 0 | | $ - |
| **GEOTECHNICAL INVESTIGATION AND RECOMMENDATIONS** | | | | | | | | | | | | 0 | | $ - |
| PROJECT KICKOFF | | 1 | 1 | 1 | | 1 | | | | | 1 | 4 | | $ 558.00 |
| FIELD COORDINATION (STAKE BORINGS, UTILITY LOCATE, BULK SAMPLING) | | | | 8 | | | | | 16 | | | 24 | | $ 2,120.00 |
| FIELD EXPLORATION | | | 0.5 | 4 | | 4 | | | | | | 9 | | $ 1,232.50 |
| LABORATORY ASSIGNMENT | | | | 2 | 1 | | | | | | | 3 | | $ 393.00 |
| SOIL BORING LOGS | | | | 2 | 2 | | | 12 | | | | 16 | | $ 1,916.00 |
| SITE PLAN | | | 0.5 | 2 | | 1 | | | | | | 4 | | $ 505.50 |
| PVR ANALYSES | | | | | | | | | | | | 0 | | $ - |
| DRILLED SHAFT CAPACITIES (WINCORE capacity charts and Lpile parameters) | | | | | | | | | | | | 0 | | $ - |
| RETAINING WALL STABILTY (external and global stability) | | | | | | | | | | | | 0 | | $ - |
| FLEXIBLE PAVEMENT DESIGN ANALYSES | | | | | 4 | | | | | | | 4 | | $ 668.00 |
| RIGID PAVEMENT DESIGN ANALYSES | | | | | | | | | | | | 0 | | $ - |
| DRAFT PAVEMENT DESIGN REPORT PREPARATION | | | 1 | | 1 | | 3 | | | | | 5 | | $ 686.00 |
| DRAFT GEOTECHNICAL REPORT PREPARATION (BRIDGE ) | | | | | | | | | | | | 0 | | $ - |
| REPORT REVIEWS & FINALIZATIONS | | 0.5 | 2 | | 1 | | | | | | 2 | 5 | | $ 723.00 |
| DESIGN TEAM MEETINGS | | 0.5 | 1 | 2 | 2 | 2 | 2 | | | | | 9 | | $ 1,315.00 |
| INVOICE PROJECT CLOSE OUT | | 1 | | | | | | | | | 2 | 2 | | $ 106.00 |
| | | | | | | | | | | | | | | $ - |
| | | | | | | | | | | | | | | $ - |
| **TOTALS HOURS:** | 0 | 3 | 6 | 21 | 11 | 8 | 5 | 12 | 16 | 0 | 5 | Row Total = 84 Column Total = 84 | | |
| **LABOR COST:** | | $ 675 | $ 1,350 | $ 2,373 | $ 1,837 | $ 1,336 | $ 490 | $ 1,356 | $ 1,216 | $ - | $ 265 | | | $ 10,223.00 |
| | | 3.6% | 7.1% | 25.0% | 13.1% | 9.5% | 6.0% | 14.3% | 19.0% | 0.0% | 6.0% | | | $ 10,223.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **UNIT EXPENSES:** | | | | | | | |
| **BASE SCOPE PAVEMENT BORINGS** | **FIELD OPERATIONS** | | | | | | |
| 2 miles (approx. 10,560 lf) | | | | | | | |
| 10 Pavement Borings to 15 ft (approx. 1000 ft apart) with DCP Testing | Mobilization of Drill Rig | 2 | units | (subconsultant) | | $500.00 each | $1,000.00 |
| | Logger truck | 1 | units | | | $0.00 day | $0.00 |
| | 3" Thin-Wall Continuous Sampling | 0 | ft | | | $0.00 ft | $0.00 |
| | Hollow stem drilling | 150 | ft | (subconsultant) | | $28.00 ft | $4,200.00 |
| | NX Rock Coring (Shale) | 0 | ft | | | $0.00 ft | $0.00 |
| | NX Rock Coring (Limestone) | 0 | ft | | | $0.00 ft | $0.00 |
| | TCP with Intermittent Sampling | 0 | units | | | $0.00 each | $0.00 |
| | Standard Penetration Test (SPT) | 0 | ft | | | $0.00 each | $0.00 |
| | Bentonite Backfill | 150 | ft | (subconsultant) | | $5.00 ft | $750.00 |
| | Pavement Core and Patch **(assumes off asphalt)** | 3 | units | | | $150.00 each | $450.00 |
| | Concrete/AC Patch | 0 | units | | | $0.00 each | $0.00 |
| Anticipated Geology: | Standby (setup time and cleanup) | 0 | hrs | | | $0.00 hr | $0.00 |
| | Falling Weight Deflectometer (FWD) and Ground Penet | 0 | Units | (subconsultant) | max nte | $0.00 | $0.00 |
| | Dynamic Cone Penetrometer Testing, ASTM D6951 | 5 | Units | | | $85.00 each | $425.00 |
| | **LABORATORY TESTING** | | | | | | |
| | Atterberg Limits (Plasticity Index) | 21 | units | | | $109.00 each | $2,289.00 |
| | Moisture Content | 30 | units | | | $60.00 each | $1,800.00 |
| | Sieve Analysis (Washed Gradation) (passing No. 4, 40, 2 | 22 | units | | | $98.00 each | $2,156.00 |
| | Sulfate Content | 4 | units | | | $244.00 each | $976.00 |
| | Unconfined Compression (Soil) | 1 | units | | | $450.00 each | $450.00 |
| | Unconfined Compression (Rock) | 0 | units | | | $0.00 each | $0.00 |
| | Direct Shear | 0 | units | | | $0.00 each | $0.00 |
| | Consolidated Undrained (CU) Triaxial Compression | 0 | units | | | $0.00 each | $0.00 |
| | Soil Organic Content Using UV-Vis Method | 0 | units | | | $0.00 each | $0.00 |
| | Lime Series (Tex-121-E Part III) | 1 | units | | | $380.00 each | $380.00 |
| | Moisture Denisty Relationship (TEX-113-E) | 1 | units | | | $403.00 each | $403.00 |
| | Texas Triaxial Compression (TEX-117-E) | 0 | units | | | $0.00 each | $0.00 |
| | California Bearing Ratio (ASTM D 1833) | 1 | units | | | $1,193.00 each | $1,193.00 |
| **TOTAL UNIT EXPENSES:** | | | | | | | **$16,472.00** |

1 Subconsultant work will be billed at a pass through cost with no markup.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **OTHER DIRECT EXPENSES:** | | | | | | **Max NTE** | |
| | Utility Locates | 3 | days | | | $0.00 day | $0.00 |
| | | 2 | days | (subconsultant) | | $1,500.00 day | $3,000.00 |
| | Traffic Control Services | | | | | | |
| | Brush Clearing | 0 | days | | | $0.00 day | $0.00 |
| **TOTAL OTHER DIRECT EXPENSES:** | | | | | | | **$3,000.00** |
| **TOTAL PROJECT COST:** | | | | | | | **$29,695.00** |




| | | | |
|---|---|---|---|
| SCALE: NTS | ATLAS | **County Road 201 from CR 200 to Umbrella Sky** | **FIGURE 1** |
| CHECKED BY: BJ | | **Williamson County, Texas** | |
| PLOTTED BY: JB | | | |
| DATE: 2025 – 03 -- 25 | | | |

N:\Operations\Proposals\Geotech Estimates\Williamson County

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 08/05/2025

SAM 2586 WA13 SA4 Corridor E3E4

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

**Department:** Infrastructure

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on Supplement No. 4 to Work Authorization No. 13 to the Corridor E3/E4 (East Wilco Highway Segments 5 and 6) contract executed May 19, 2020, between Williamson County and Surveying And Mapping, LLC, relating to the 2019 Road and Bridge Program. Funding source: P693 and P694

### Background

This Supplemental No. 4 to Work Authorization No. 13 extends the termination date to December 31, 2026.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

SAM 2586 WA13 SA4 Corridor E3E4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/31/2025 09:43 AM |
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:08 AM |
| Form Started By: Vicky Edwards | | Started On: 07/31/2025 08:33 AM |
| Final Approval Date: 07/31/2025 | | |

**SUPPLEMENTAL WORK AUTHORIZATION NO. 04**
**TO**
**WORK AUTHORIZATION NO. 13**

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

This Supplemental Work Authorization No. 04 to Work Authorization No. 13 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Surveying and Mapping, LLC** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 13 dated effective December 20, 2023 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **December 31, 2026**. The Services to be Provided by the Surveyor shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The updated Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

**IN WITNESS WHEREOF,** the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

| **SURVEYOR:** | **COUNTY:** |
|---|---|
| **Surveying and Mapping, LLC** | **Williamson County, Texas** |
| By: _____ | By: _____ |
| Signature | Signature |
| Scott Brashear | |
| Printed Name | Printed Name |
| Sr. Project Manager | |
| Title | Title |
| 7/28/25 | |
| Date | Date |

LIST OF ATTACHMENTS

Attachment C – Work Schedule

**APPROVED**
***By Christen Eschberger at 4:24 pm, Jul 30, 2025***

Attachment C
Work Schedule

Williamson County monuments will be set along the corridor of East Wilco Highway, once each property is acquired and/or under possession. All monuments will be set by December 31, 2026.

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 08/05/2025

Final plat for the Cascade Phase 2 subdivision – Pct 2

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

**Department:** Infrastructure

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

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

**Background**

This is the next section of the Cascade development. It consists of 113 residential lots, 2 open space/landscape lots, 1 open space lot, 1 open space/drainage lot, 1 lift station lot, and 4,362 linear feet of new roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $2,177,810.29 has been posted with the County to cover the cost of the remaining construction.

Timeline
2025-02-19 – initial submittal of the final plat
2025-03-21 – 1st review complete with comments
2025-03-31 – 2nd submittal of final plat
2025-04-14 – 2nd review complete with comments
2025-04-21 – 3rd submittal of final plat
2025-05-05 – 3rd review complete with comments
2025-06-23 – 4th submittal of final plat
2025-07-08 – 4th review complete with clear comments
2025-07-30 – receipt of final plat with signatures
2025-07-31 – final plat placed on August 5th, 2025, Commissioners Court agenda for consideration

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

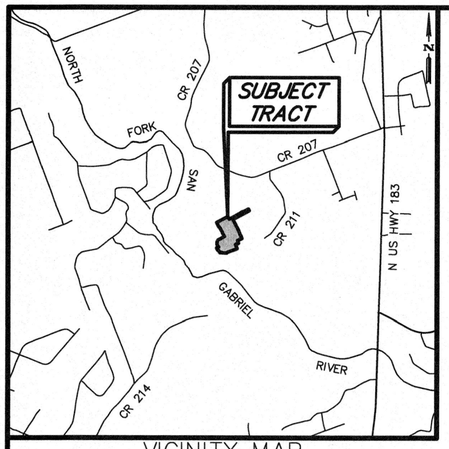
**Attachments**

final plat - Cascade Ph 2

---

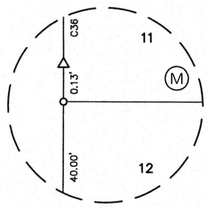
**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:11 AM |
| Form Started By: Misti Schulz | | Started On: 07/30/2025 10:35 AM |
| Final Approval Date: 07/31/2025 | | |




VICINITY MAP
NOT TO SCALE

| SITE BENCHMARKS | | | | |
|---|---|---|---|---|
| POINT NO. | GRID NORTHING | GRID EASTING | ELEVATION | DESCRIPTION |
| 70 | 10,234,619.48 | 3,064,292.74 | 953.24' | SET COTTON GIN SPINDLE |
| 71 | 10,234,419.84 | 3,064,044.82 | 943.18' | SET 1/2" IRON ROD W/ "BGE INC" CAP |
| 72 | 10,233,104.01 | 3,062,373.79 | 907.73' | SET 1/2" IRON ROD W/ "BGE INC" CAP |
| TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83, NAVD88 (GEOID 18) | | | | |



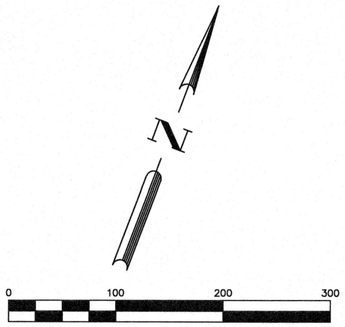

DETAIL "A"
N.T.S.

HENRY RHOADS SURVEY,
ABSTRACT NO. 525

DOMAIN TIMBERLAKE MULTISTATE 2, LLC
CALLED 232.441 ACRES
DOC. NO. 2024093768 O.P.R.W.C.

DOMAIN TIMBERLAKE MULTISTATE 2, LLC
CALLED 232.441 ACRES
DOC. NO. 2024093768 O.P.R.W.C.

CASCADE PHASE 1
DOC. NO. 2025044581
O.P.R.W.C.




BEARING BASIS NOTE:

BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00014679

SUBMITTAL DATE: FEBRUARY 19, 2025

OWNER:

DOMAIN TIMBERLAKE MULTISTATE 2, LLC
590 MADISON AVENUE
21ST FLOOR
NEW YORK, NEW YORK 10022

SURVEYOR:

BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TEL: 512-879-0400

ENGINEER:

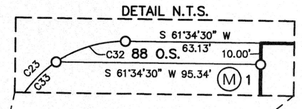
GRAY CIVIL
8834 N CAPITAL OF TEXAS HWY
STE 140
AUSTIN, TEXAS 78759
TEL: 512-452-0371

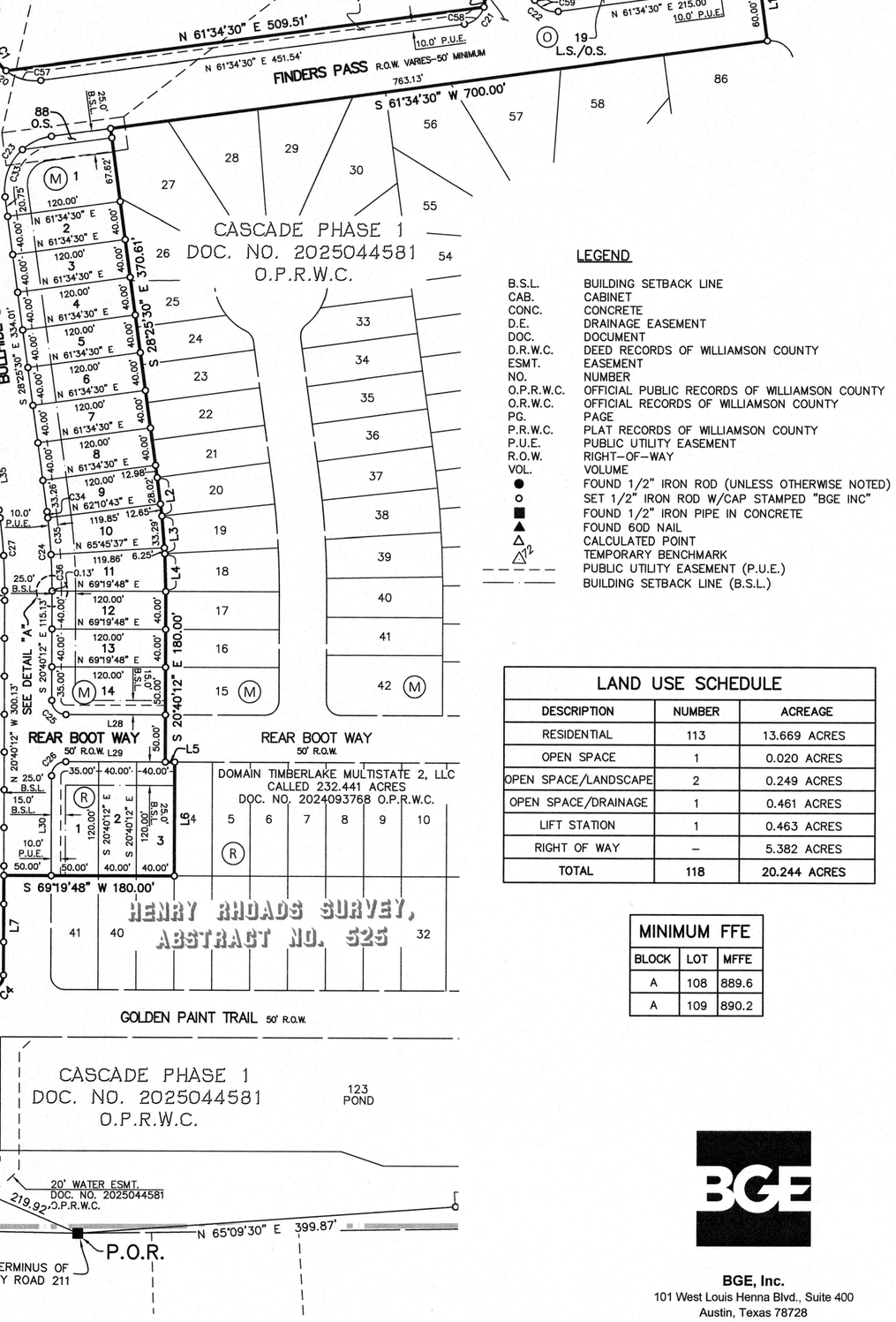
ATLAS 14 100-YEAR FLOODPLAIN PER GRAY ENGINEERING STUDY SEPTEMBER 2024

APPROXIMATE 100-YEAR FLOODPLAIN "ZONE A" PER FEMA MAP NO. 48491C0235F REVISED 12/20/2019

APPROXIMATE SURVEY LINE

DETAIL N.T.S.




LEGEND

| | |
|---|---|
| B.S.L. | BUILDING SETBACK LINE |
| CAB. | CABINET |
| CONC. | CONCRETE |
| D.E. | DRAINAGE EASEMENT |
| DOC. | DOCUMENT |
| D.R.W.C. | DEED RECORDS OF WILLIAMSON COUNTY |
| ESMT. | EASEMENT |
| NO. | NUMBER |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY |
| O.R.W.C. | OFFICIAL RECORDS OF WILLIAMSON COUNTY |
| PG. | PAGE |
| P.R.W.C. | PLAT RECORDS OF WILLIAMSON COUNTY |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| R.O.W. | RIGHT-OF-WAY |
| VOL. | VOLUME |
| ● | FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED) |
| ○ | SET 1/2" IRON ROD W/CAP STAMPED "BGE INC" |
| ■ | FOUND 1/2" IRON PIPE IN CONCRETE |
| ▲ | FOUND 60D NAIL |
| △ | CALCULATED POINT |
| △ 72 | TEMPORARY BENCHMARK |
| - - - | PUBLIC UTILITY EASEMENT (P.U.E.) |
| —·— | BUILDING SETBACK LINE (B.S.L.) |

| LAND USE SCHEDULE | | |
|---|---|---|
| DESCRIPTION | NUMBER | ACREAGE |
| RESIDENTIAL | 113 | 13.669 ACRES |
| OPEN SPACE | 1 | 0.020 ACRES |
| OPEN SPACE/LANDSCAPE | 2 | 0.249 ACRES |
| OPEN SPACE/DRAINAGE | 1 | 0.461 ACRES |
| LIFT STATION | 1 | 0.463 ACRES |
| RIGHT OF WAY | – | 5.382 ACRES |
| TOTAL | 118 | 20.244 ACRES |

| MINIMUM FFE | | |
|---|---|---|
| BLOCK | LOT | MFFE |
| A | 108 | 889.6 |
| A | 109 | 890.2 |

# FINAL PLAT OF
# CASCADE PHASE 2

A SUBDIVISION OF 20.244 ACRES OF LAND
LOCATED IN THE
HENRY RHOADS SURVEY, ABSTRACT NO. 525
SITUATED IN WILLIAMSON COUNTY, TEXAS.


**BGE, Inc.**
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500




\\bgeinc\data2\00009713-13\SV\04_Finals\Drawings\Plat\9713-13_Cascade_P2_Plat.dwg, 7/10/2025 1:30 PM, aberger

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 36.94' | 48.46' | 43°40'05" | S 50°15'33" E | 36.05' |
| C2 | 10.29' | 25.00' | 23°34'41" | N 16°38'10" W | 10.22' |
| C3 | 10.29' | 25.00' | 23°34'41" | S 40°12'51" E | 10.22' |
| C4 | 23.56' | 15.00' | 90°00'00" | S 24°19'48" W | 21.21' |
| C5 | 13.62' | 15.00' | 52°01'12" | S 43°19'12" W | 13.16' |
| C6 | 169.33' | 50.00' | 194°02'25" | S 65°40'12" E | 99.25' |
| C7 | 13.62' | 15.00' | 52°01'12" | N 05°20'25" E | 13.16' |
| C8 | 21.76' | 15.00' | 83°06'28" | N 62°13'26" W | 19.90' |
| C9 | 295.21' | 60.00' | 281°54'17" | S 37°10'29" W | 75.60' |
| C10 | 4.92' | 15.00' | 18°47'49" | S 11°16'17" E | 4.90' |
| C11 | 39.27' | 25.00' | 90°00'00" | S 65°40'12" E | 35.36' |
| C12 | 23.56' | 15.00' | 90°00'00" | N 24°19'48" E | 21.21' |
| C13 | 37.22' | 275.00' | 7°45'19" | N 24°32'51" W | 37.19' |
| C14 | 23.56' | 15.00' | 90°00'00" | N 73°25'30" W | 21.21' |
| C15 | 23.56' | 15.00' | 90°00'00" | N 16°34'30" E | 21.21' |
| C16 | 89.33' | 56.87' | 90°00'00" | N 73°25'30" W | 80.43' |
| C17 | 38.08' | 25.00' | 87°16'25" | N 15°12'42" E | 34.50' |
| C18 | 39.27' | 25.00' | 90°00'00" | S 73°25'30" E | 35.36' |
| C19 | 76.12' | 48.46' | 90°00'00" | N 16°34'30" E | 68.54' |
| C20 | 76.12' | 48.46' | 90°00'00" | S 73°25'30" E | 68.54' |
| C21 | 39.27' | 25.00' | 90°00'00" | N 16°34'30" E | 35.36' |
| C22 | 39.27' | 25.00' | 90°00'00" | S 73°25'30" E | 35.36' |
| C23 | 89.33' | 56.87' | 90°00'00" | S 16°34'30" W | 80.43' |
| C24 | 83.24' | 615.00' | 7°45'19" | N 24°32'51" W | 83.18' |
| C25 | 23.56' | 15.00' | 90°00'00" | S 65°40'12" E | 21.21' |
| C26 | 23.56' | 15.00' | 90°00'00" | S 24°19'48" W | 21.21' |
| C27 | 76.47' | 565.00' | 7°45'19" | N 24°32'51" W | 76.42' |
| C28 | 23.56' | 15.00' | 90°00'00" | N 73°25'30" W | 21.21' |
| C29 | 23.56' | 15.00' | 90°00'00" | S 16°34'30" W | 21.21' |
| C30 | 43.99' | 325.00' | 7°45'19" | N 24°32'51" W | 43.96' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C31 | 23.56' | 15.00' | 90°00'00" | S 65°40'12" E | 21.21' |
| C32 | 34.24' | 56.87' | 34°29'46" | S 44°19'37" W | 33.73' |
| C33 | 55.09' | 56.87' | 55°30'14" | S 00°40'23" E | 52.96' |
| C34 | 6.48' | 615.00' | 0°36'13" | N 28°07'24" W | 6.48' |
| C35 | 38.44' | 615.00' | 3°34'54" | N 26°01'50" W | 38.44' |
| C36 | 38.32' | 615.00' | 3°34'12" | N 22°27'17" W | 38.31' |
| C37 | 27.77' | 325.00' | 4°53'44" | N 23°07'04" W | 27.76' |
| C38 | 16.22' | 325.00' | 2°51'34" | N 26°59'43" W | 16.22' |
| C39 | 39.35' | 565.00' | 3°59'25" | N 26°25'48" W | 39.34' |
| C40 | 37.13' | 565.00' | 3°45'54" | N 22°33'08" W | 37.12' |
| C41 | 11.23' | 50.00' | 12°51'47" | N 23°44'29" E | 11.20' |
| C42 | 91.49' | 50.00' | 104°50'38" | N 82°35'42" E | 79.25' |
| C43 | 15.62' | 50.00' | 17°53'55" | S 36°02'02" E | 15.56' |
| C44 | 43.55' | 50.00' | 49°54'31" | S 02°07'49" E | 42.19' |
| C45 | 7.44' | 50.00' | 8°31'35" | S 27°05'13" W | 7.43' |
| C46 | 20.72' | 60.00' | 19°47'09" | N 86°06'55" E | 20.62' |
| C47 | 52.58' | 60.00' | 50°12'31" | S 58°53'15" E | 50.91' |
| C48 | 32.67' | 60.00' | 31°11'56" | S 18°11'01" E | 32.27' |
| C49 | 30.04' | 60.00' | 28°40'57" | S 11°45'26" W | 29.72' |
| C50 | 30.04' | 60.00' | 28°40'57" | S 40°26'22" W | 29.72' |
| C51 | 30.04' | 60.00' | 28°40'57" | S 69°07'19" W | 29.72' |
| C52 | 30.04' | 60.00' | 28°40'57" | N 82°11'44" W | 29.72' |
| C53 | 30.04' | 60.00' | 28°40'57" | N 53°30'47" W | 29.72' |
| C54 | 32.51' | 60.00' | 31°02'28" | N 23°39'05" W | 32.11' |
| C55 | 6.55' | 60.00' | 6°15'28" | N 05°00'07" W | 6.55' |
| C56 | 37.22' | 275.00' | 7°45'19" | N 24°32'51" W | 37.19' |
| C57 | 39.19' | 48.46' | 46°19'55" | N 84°44'27" E | 38.13' |
| C58 | 28.98' | 25.00' | 66°25'19" | N 28°21'50" E | 27.39' |
| C59 | 28.98' | 25.00' | 66°25'19" | S 85°12'51" E | 27.39' |

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | S 28°25'30" E | 75.00' |
| L2 | S 28°01'35" E | 40.67' |
| L3 | S 25°17'37" E | 39.54' |
| L4 | S 22°12'22" E | 39.67' |
| L5 | N 69°19'48" E | 10.00' |
| L6 | S 20°40'12" E | 120.00' |
| L7 | S 20°40'12" E | 105.00' |
| L8 | S 69°19'48" W | 107.95' |
| L9 | S 13°36'35" W | 20.88' |
| L10 | S 73°05'54" W | 27.06' |
| L11 | N 39°55'09" W | 28.97' |
| L12 | S 64°23'36" W | 48.35' |
| L13 | N 25°36'24" W | 85.98' |
| L14 | N 65°25'03" W | 53.44' |
| L15 | N 25°36'24" W | 95.86' |
| L16 | N 69°19'48" E | 83.07' |
| L17 | N 34°37'17" W | 82.43' |
| L18 | N 20°40'12" W | 47.05' |
| L19 | N 02°35'03" W | 69.63' |

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L20 | N 26°05'54" E | 96.70' |
| L21 | N 61°34'30" E | 6.00' |
| L22 | S 64°18'04" W | 15.02' |
| L23 | S 28°25'30" E | 81.54' |
| L24 | N 61°34'30" E | 50.00' |
| L25 | N 28°25'30" W | 81.48' |
| L26 | S 28°25'30" E | 104.73' |
| L27 | N 28°25'30" W | 105.14' |
| L28 | N 69°19'48" E | 105.00' |
| L29 | S 69°19'48" W | 105.00' |
| L30 | S 20°40'12" E | 105.00' |
| L31 | N 69°19'48" E | 102.05' |
| L32 | S 61°34'30" W | 101.00' |
| L33 | N 58°50'55" E | 96.30' |
| L34 | S 64°18'04" W | 105.12' |
| L35 | N 28°25'30" W | 88.53' |
| L36 | N 10°22'17" W | 49.81' |
| L37 | N 20°40'12" W | 39.96' |

| STREET NAMES | | | | | | |
|---|---|---|---|---|---|---|
| STREET | R.O.W. WIDTH | PAVEMENT WIDTH | CENTERLINE LENGTH | DESIGN SPEED | MAINTENANCE AUTHORITY | CLASSIFICATION |
| FINDERS PASS | 50–60 FEET | 48 FEET | 845 FEET | 40 MPH | PUBLIC | MAJOR COLLECTOR |
| FINDERS PASS | 50–60 FEET | 40 FEET | 440 FEET | 35 MPH | PUBLIC | MINOR COLLECTOR |
| BULLHIDE SPRINGS DRIVE | 50 FEET | 33 FEET | 961 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| COACH SIDE LANE | 50 FEET | 33 FEET | 431 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| GILMET TRAIL | 50 FEET | 33 FEET | 614 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| GOLDEN PAINT TRAIL | 50 FEET | 33 FEET | 432 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| LAMP LIGHT COVE | 50 FEET | 33 FEET | 279 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| REAR BOOT WAY | 50 FEET | 33 FEET | 145 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| STAGEHORN PASS | 50 FEET | 33 FEET | 55 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| WAGON TRAIN DRIVE | 50 FEET | 33 FEET | 160 FEET | 25 MPH | PUBLIC | LOCAL ROAD (URBAN) |
| TOTAL LINEAR FEET OF NEW STREETS: | | | 4,362 FEET | | | |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 77 | A | 0.132 | 5,752 |
| 78 | A | 0.107 | 4,640 |
| 79 | A | 0.120 | 5,230 |
| 80 | A | 0.128 | 5,566 |
| 81 | A | 0.108 | 4,709 |
| 82 | A | 0.109 | 4,763 |
| 83 | A | 0.110 | 4,799 |
| 84 | A | 0.110 | 4,800 |
| 85 | A | 0.110 | 4,800 |
| 86 | A | 0.110 | 4,800 |
| 87 | A | 0.110 | 4,800 |
| 88 | A | 0.110 | 4,800 |
| 89 | A | 0.137 | 5,952 |
| 90 | A | 0.135 | 5,866 |
| 91 | A | 0.110 | 4,800 |
| 92 | A | 0.110 | 4,800 |
| 93 | A | 0.110 | 4,800 |
| 94 | A | 0.110 | 4,788 |
| 95 | A | 0.140 | 6,119 |
| 96 | A | 0.251 | 10,929 |
| 97 | A | 0.268 | 11,684 |
| 98 | A | 0.165 | 7,167 |
| 99 | A | 0.169 | 7,376 |
| 100 | A | 0.169 | 7,382 |
| 101 | A | 0.141 | 6,159 |
| 102 | A | 0.116 | 5,037 |
| 103 | A | 0.151 | 6,585 |
| 104 | A | 0.132 | 5,770 |
| 105 | A | 0.124 | 5,382 |
| 106 | A | 0.118 | 5,124 |
| 107 | A | 0.100 | 4,336 |
| 108 | A | 0.463 | 20,171 |
| 109 | A | 0.461 | 20,083 |
| 110 | A | 0.109 | 4,756 |
| 111 | A | 0.110 | 4,798 |
| 112 | A | 0.110 | 4,798 |
| 113 | A | 0.110 | 4,798 |
| 114 | A | 0.110 | 4,798 |
| 115 | A | 0.110 | 4,798 |
| 116 | A | 0.110 | 4,798 |
| 117 | A | 0.110 | 4,798 |
| 118 | A | 0.110 | 4,798 |
| 119 | A | 0.110 | 4,798 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 1 | F | 0.140 | 6,087 |
| 2 | F | 0.110 | 4,800 |
| 3 | F | 0.110 | 4,806 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 1 | G | 0.146 | 6,354 |
| 2 | G | 0.119 | 5,192 |
| 3 | G | 0.119 | 5,193 |
| 4 | G | 0.119 | 5,195 |
| 5 | G | 0.197 | 8,590 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 19 | L | 0.111 | 4,827 |
| 20 | L | 0.109 | 4,751 |
| 21 | L | 0.108 | 4,696 |
| 22 | L | 0.108 | 4,694 |
| 23 | L | 0.108 | 4,694 |
| 24 | L | 0.108 | 4,694 |
| 25 | L | 0.108 | 4,694 |
| 26 | L | 0.170 | 7,388 |
| 27 | L | 0.110 | 4,800 |
| 28 | L | 0.110 | 4,800 |
| 29 | L | 0.110 | 4,800 |
| 30 | L | 0.137 | 5,952 |
| 31 | L | 0.110 | 4,800 |
| 32 | L | 0.110 | 4,800 |
| 33 | L | 0.110 | 4,800 |
| 34 | L | 0.110 | 4,800 |
| 35 | L | 0.110 | 4,800 |
| 36 | L | 0.110 | 4,800 |
| 37 | L | 0.110 | 4,800 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 1 | M | 0.178 | 7,771 |
| 2 | M | 0.110 | 4,800 |
| 3 | M | 0.110 | 4,800 |
| 4 | M | 0.110 | 4,800 |
| 5 | M | 0.110 | 4,800 |
| 6 | M | 0.110 | 4,800 |
| 7 | M | 0.110 | 4,800 |
| 8 | M | 0.110 | 4,800 |
| 9 | M | 0.111 | 4,842 |
| 10 | M | 0.116 | 5,056 |
| 11 | M | 0.116 | 5,055 |
| 12 | M | 0.110 | 4,800 |
| 13 | M | 0.110 | 4,800 |
| 14 | M | 0.137 | 5,952 |
| 88 | M | 0.020 | 850 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 13 | N | 0.170 | 7,384 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 19 | O | 0.080 | 3,473 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 1 | Q | 0.138 | 6,020 |
| 2 | Q | 0.101 | 4,400 |
| 3 | Q | 0.111 | 4,829 |
| 4 | Q | 0.116 | 5,046 |
| 5 | Q | 0.110 | 4,800 |
| 6 | Q | 0.110 | 4,800 |
| 7 | Q | 0.110 | 4,800 |
| 8 | Q | 0.110 | 4,800 |
| 9 | Q | 0.110 | 4,800 |
| 10 | Q | 0.110 | 4,800 |
| 11 | Q | 0.110 | 4,800 |
| 12 | Q | 0.110 | 4,800 |
| 13 | Q | 0.110 | 4,800 |
| 14 | Q | 0.137 | 5,952 |
| 15 | Q | 0.137 | 5,952 |
| 16 | Q | 0.110 | 4,800 |
| 17 | Q | 0.110 | 4,800 |
| 18 | Q | 0.110 | 4,800 |
| 19 | Q | 0.110 | 4,800 |
| 20 | Q | 0.110 | 4,800 |
| 21 | Q | 0.110 | 4,800 |
| 22 | Q | 0.110 | 4,800 |
| 23 | Q | 0.110 | 4,800 |
| 24 | Q | 0.110 | 4,800 |
| 25 | Q | 0.124 | 5,399 |
| 26 | Q | 0.138 | 6,005 |
| 27 | Q | 0.113 | 4,930 |
| 28 | Q | 0.115 | 5,010 |

| LOT AREA TABLE | | | |
|---|---|---|---|
| LOT | BLOCK | ACRES | SQUARE FEET |
| 1 | R | 0.137 | 5,952 |
| 2 | R | 0.110 | 4,800 |
| 3 | R | 0.110 | 4,800 |

FINAL PLAT OF

# CASCADE PHASE 2

A SUBDIVISION OF 20.244 ACRES OF LAND
LOCATED IN THE
HENRY RHOADS SURVEY, ABSTRACT NO. 525
SITUATED IN WILLIAMSON COUNTY, TEXAS.


**BGE, Inc.**
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500




\\bgeinc\data2\00009713-13\SV\04_Finals\Drawings\Plat\9713-13_Cascade_P2_Plat.dwg, 7/10/2025 1:30 PM, sborger

## METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 20.244 ACRE TRACT OF LAND OUT OF THE HENRY RHOADS SURVEY, ABSTRACT NO. 525, OF WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 232.441 ACRE TRACT OF LAND AS CONVEYED TO DOMAIN TIMBERLAKE MULTISTATE 2, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024093768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 20.244 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR POINT OF REFERENCE at a 1/2–inch iron pipe found in concrete on the south line of the above described Domain Timberlake 232.441–acre tract and the north line of a called 174.04 acre tract of land as conveyed to Bill D. & Patricia D. Warren as recorded in Volume 1010, Page 502 of the Official Records of Williamson County, Texas, from which a 1/2–inch iron pipe found in concrete bears S 70°15'57" W a distance of 715.98 feet; Thence, departing the north line of said Warren 174.04–acre tract, and the south line of said Domain Timberlake 232.441–acre tract, N 87°33'14" W a distance of 219.92 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the POINT OF BEGINNING of the herein described tract;

THENCE, over and across said Domain Timberlake 232.441–acre tract, S 69°19'48" W a distance of 399.97 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 13°36'35" W a distance of 20.88 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 85°35'03" W a distance of 171.09 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 39°55'09" W a distance of 28.97 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 64°23'36" W a distance of 48.35 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for exterior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 25°36'24" W a distance of 85.98 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 62°25'03" W a distance of 53.44 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 25°36'24" W a distance of 95.86 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 69°19'48" E a distance of 83.07 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 34°37'17" W a distance of 82.43 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 20°40'12" W a distance of 47.05 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 20°40'12" W a distance of 47.05 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 02°35'03" W a distance of 69.63 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 26°05'54" E a distance of 96.70 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 61°34'30" E a distance of 269.60 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 28°25'30" W a distance of 170.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 61°34'30" E a distance of 6.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 28°25'30" W a distance of 241.63 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 64°18'04" W a distance of 15.02 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 28°25'30" W a distance of 184.58 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the northwest corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 61°31'26" E a distance of 470.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a northerly corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 28°25'30" E a distance of 81.54 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract along said curve to the left, an arc distance of 36.94 feet, having a radius of 48.46 feet, a central angle of 43°40'05" and a chord which bears S 50°15'33" E a distance of 36.05 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 61°34'30" E a distance of 509.51 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract along said curve to the left, an arc distance of 10.29 feet, having a radius of 25.00 feet, a central angle of 23°34'41" and a chord which bears N 16°38'10" W a distance of 10.22 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 61°34'30" E a distance of 50.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the left;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract along said curve to the left, an arc distance of 10.29 feet, having a radius of 25.00 feet, a central angle of 23°34'41" and a chord which bears S 40°12'51" E a distance of 10.22 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 61°34'30" E a distance of 237.91 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for the most northerly corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 28°25'30" E a distance of 75.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a northeasterly corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 61°34'30" W a distance of 700.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 28°25'30" E a distance of 370.61 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 28°01'35" E a distance of 40.67 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 25°17'37" E a distance of 39.54 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 22°12'22" E a distance of 39.67 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an angle point;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 20°40'12" E a distance of 180.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 69°19'48" E a distance of 10.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 20°40'12" E a distance of 180.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, N 69°19'48" E a distance of 10.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 20°40'12" E a distance of 120.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a southeasterly exterior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 69°19'48" W a distance of 180.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 20°40'12" E a distance of 105.00 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a for a point of curvature of a curve to the right;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract along said curve to the right, an arc distance of 23.56 feet, having a radius of 15.00 feet, a central angle of 90°00'00" and a chord which bears S 24°19'48" W a distance of 21.21 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for a point of tangency;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 69°19'48" W a distance of 107.95 feet to a 1/2–inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Domain Timberlake 232.441–acre tract, S 20°40'12" E a distance of 169.96 feet to the POINT OF BEGINNING and containing 20.244 acres of land, more or less.

# FINAL PLAT OF
# CASCADE PHASE 2

A SUBDIVISION OF 20.244 ACRES OF LAND
LOCATED IN THE
HENRY RHOADS SURVEY, ABSTRACT NO. 525
SITUATED IN WILLIAMSON COUNTY, TEXAS.

**BGE, Inc.**
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500



\\bgeinc\data2\00009713-13\SV\04_Finals\Drawings\Plat\9713-13_Cascade_P2_Plat.dwg, 7/10/2025 1:30 PM, sbarger

STATE OF NEW YORK §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NEW YORK §

THAT DOMAIN TIMBERLAKE MULTISTATE 2, LLC, ACTING HEREBY AND THROUGH HOUDIN HONARVAR, IT'S AUTHORIZED SIGNATORY, OWNER OF 20.244 ACRES, BEING A PORTION OF A CALLED 232.441 ACRE TRACT OUT OF THE HENRY RHOADS SURVEY, ABSTRACT NO. 525, SITUATED IN WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO IT BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2024093768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 20.244 ACRES AS SHOWN HEREON, DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DOES HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS, AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

CASCADE PHASE 2

WITNESS MY HAND, THIS THE 22nd DAY OF July, 2025, A.D.

DOMAIN TIMBERLAKE MULTISTATE 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Houdin Honarvar
HOUDIN HONARVAR, AUTHORIZED SIGNATORY

STATE OF NEW YORK §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NEW YORK §

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HOUDIN HONARVAR, AUTHORIZED SIGNATORY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

Josephine G. Cimino
NOTARY PUBLIC, STATE OF TEXAS New York

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

Josephine G. Cimino
PRINT NOTARY'S NAME
MY COMMISSION EXPIRES 7-5-2028

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND IN ZONE "A" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT – NO BASE FLOOD ELEVATIONS DETERMINED) AS DELINEATED ON THE FLOOD INSURANCE RATE MAPS FOR WILLIAMSON COUNTY, TEXAS, AND INCORPORATED AREAS, MAP NUMBER 48491C0235F, REVISED DECEMBER 20, 2019. ANY FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.

I, NATHAN D. KELLY, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NATHAN D. KELLY, P.E.
LICENSED PROFESSIONAL ENGINEER NO. 141451
GRAY CIVIL
8834 N CAPITAL OF TEXAS HWY #140
AUSTIN, TEXAS 78759

7/28/2025
DATE

STATE OF TEXAS
NATHAN D. KELLY
141451
LICENSED
PROFESSIONAL ENGINEER

I, JONATHAN O. NOBLES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY UNDER MY SUPERVISION.

JONATHAN O. NOBLES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5777
BGE, INC.
101 W. LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728

7/10/2025
DATE

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

# FINAL PLAT OF
# CASCADE PHASE 2

A SUBDIVISION OF 20.244 ACRES OF LAND
LOCATED IN THE
HENRY RHOADS SURVEY, ABSTRACT NO. 525
SITUATED IN WILLIAMSON COUNTY, TEXAS.

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE 28 DAY OF July, 2025 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR
Cindy Bridges

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

ADAM BOATRIGHT, P.E.
COUNTY ENGINEER

DATE

NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE H.O.A. AND/OR M.U.D.
2. WATER SERVICE IS PROVIDED BY: GEORGETOWN UTILITY SYSTEMS
WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 39
3. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
4. ALL SEDIMENTATION, FILTRATION, DETENTION, AND/OR RETENTION BASINS AND RELATED APPURTENANCES SHOWN SHALL BE SITUATED WITHIN A DRAINAGE EASEMENT OR DRAINAGE LOT. THE M.U.D., H.O.A., OR ASSIGNEES OF THE TRACTS UPON WHICH ARE LOCATED SUCH EASEMENTS, APPURTENANCES, AND DETENTION FACILITIES SHALL MAINTAIN SAME AND BE RESPONSIBLE FOR THEIR MAINTENANCE, ROUTINE INSPECTION, AND UPKEEP.
5. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER AND WASTEWATER SYSTEMS.
6. A 10 FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL RIGHT-OF-WAYS.
7. IT IS THE RESPONSIBILITY OF THE OWNERS, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE. FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.1, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE DEVELOPMENT RELEASES UNDETAINED STORMWATER DIRECTLY INTO A DETENTION EXEMPT STREAM REACH.
10. LOTS 108 AND 109, BLOCK A, ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 48491C0235F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
11. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS F.E.M.A. OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
12. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
13. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
14. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
15. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
16. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
17. A 25 FOOT SETBACK FROM INTERNAL STREET ROW IS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION FOR ALL LOTS, HOWEVER, A 15 FOOT SIDE SETBACK IS PERMITTED ALONG NON-MAJOR HIGHWAYS AND ROADS.
18. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
19. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
20. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A LOTS 108 AND 109 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED STRUCTURE LOCATION.
21. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT ARE DETERMINED BY A STUDY PREPARED BY F.E.M.A. DATED DECEMBER 20, 2019.
22. FLOODPLAIN INFORMATION, SUCH AS FLOODPLAIN BOUNDARIES, DEPTHS, ELEVATIONS, AND THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT, WILL CHANGE OVER TIME WITH BETTER DATA AND FLOOD STUDIES. THE FLOODPLAIN INFORMATION SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME OF PLATTING, BUT MAY BE SUPERSEDED AT THE TIME OF CONSTRUCTION. THE BEST AVAILABLE FLOODPLAIN DATA SHALL BE UTILIZED AT THE TIME OF CONSTRUCTION, AS DETERMINED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. A FLOODPLAIN DEVELOPMENT PERMIT APPLICATION MUST BE SUBMITTED AND APPROVED PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT WITHIN OR ADJACENT TO A REGULATED FLOODPLAIN.

IN APPROVING THIS PLAT BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION. THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY ASSUMES NO OBLIGATION TO MAINTAIN ANY OF THE STREETS, ROADS, OR OTHER THOROUGHFARES WITHIN THIS SUBDIVISION PLAT.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED.

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

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

STEVEN SNELL, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

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

THAT I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF_____ A.D., 20___, AT _____ O'CLOCK ___M. AND DULY RECORDED ON THE ___ DAY OF _____, A.D., 20___, AT _____ O'CLOCK ___M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST ABOVE WRITTEN.

NANCY E. RISTER, CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Registration No. F-1046
TBPELS Licensed Surveying Firm No. 10106500



\\bgeinc\data2\00009713-13\SV\04_Finals\Drawings\Plat\9713-13_Cascade_P2_Plat.dwg, 7/10/2025 2:11 PM, aborger

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 08/05/2025

On-Call Materials Testing (SH 195 @ RR) - REL - 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 On-Call Materials, Testing & Geotechnical Engineering Services (Road Bond Program) contract executed September 11, 2024, between Williamson County and Rodriguez Engineering Laboratories relating to the 2019 Road Bond Program. Project: P358 Fund Source: 2019 Road Bonds

**Background**

This Work Authorization No. 1 is for material testing services for the SH 195 at Ronald Reagan Boulevard Project on the 2019 Road Bond Program in the amount of $52,147.93 and terminates on December 31, 2026.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

On-Call Materials Testing (SH 195 @ RR) - REL - WA#1

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:19 AM |
| Form Started By: Ragan Riggs | | Started On: 07/31/2025 08:00 AM |
| Final Approval Date: 07/31/2025 | | |

**EXHIBIT C**

**WORK AUTHORIZATION No. 1**

**PROJECT: 25IFB57 SH195 at Ronald Reagan Boulevard**

This Work Authorization is made under the terms and conditions of the Williamson County Contract for On-Call Materials, Testing & Geotechnical Engineering Services, dated September 11, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas (the "County") and Rodriguez Engineering Laboratories LLC (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $52,147.93.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and complete execution of the parties hereto and shall terminate on December 31, 2026. The Engineering Services outlined 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. The county believes it has sufficient funds currently available and has authorized it for expenditure to finance the costs of this Work Authorization. The engineer understands and agrees that the 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. The county may effect such termination by giving written notice of termination to the Engineer.

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

*Continued next page*

EXECUTED this _____.

| ENGINEER: | COUNTY: |
| --- | --- |
| Rodriguez Engineering Laboratories LLC | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| Jose Melendez, P.E. | _____ |
| Printed Name | Printed Name |
| Project Manager | _____ |
| 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 4:23 pm, Jul 30, 2025***

# ATTACHMENT A
# SERVICES TO BE PROVIDED BY THE COUNTY
# FOR 25IFB57 SH195 at Ronald Reagan Boulevard

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager and any other points of contact, to be identified upon Notice of Proceed.

2. Provide construction manual and available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including project plans, quantity sheets, and bid form).

3. Provide a copy of the approved mix designs (HMAC, concrete, etc), including the latest JMF, before testing is scheduled.

4. Provide a weekly material testing schedule and confirm/cancel requested services at least 24-hour in advance.

5. Assist with coordination with the contractor to provide sampling accommodations and appropriate sample storage areas.

6. Assist with Coordination between the Engineer and the County's other subconsultants.

# ATTACHMENT B

## SERVICES TO BE PROVIDED BY THE ENGINEER

## Work Authorization No. 1

## PROJECT: 25IFB57 SH195 at Ronald Reagan Boulevard

Perform sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies as described in Williamson County Quality Control/Quality Assurance Program included in Appendix A of the Project Construction Manual (PCM). The Contractor is responsible for Quality Control testing of all materials, except for Hot Mix Asphalt (HMA). Williamson County (Owner) is responsible for Quality Control testing of HMA and Quality Assurance testing of all other materials. The frequency and location will be according to the "Project Test" frequency as shown in Appendix B "TxDOT Guide Schedule for Sampling and Testing" of the PCM. For Quality Assurance testing, assume a frequency of 10% of the Contractor's QC testing. The estimated number of samples and tests are to be based on the project quantities in the executed construction contract.

- Ensure the testing is complete and the test results are distributed to the appropriate parties within 24 hours.
- Create and maintain organized files for each type of materials tested (soils, flexible base, HMA, Concrete, etc.).
- The Engineer shall prepare a project specific Quality Assurance and Quality Control Plan (QA/QC) and submit within 30 days of the Notice to Proceed.
- The Engineer shall provide certified personnel, outlined in their QA/QC plan that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. Williamson County reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
- The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Programs for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed below.
- Provide sampling and testing personnel qualified to perform testing of materials in the areas of Portland Cement Concrete, Soils and Aggregates, and bituminous materials. The test methods for which individuals can be qualified are listed in Section 6 Sampling and Testing Personnel Qualification Program of Williamson County Quality Control/Quality Assurance Program. The required certifications include, but are not limited to:
  - Hot Mix Asphalt Testing
    - Level I-A
    - Level I-B
    - Levell II

        - All other tests in the TxDOT Manual of Testing Procedures 200-F Series or ASTM procedures not covered in Level I-A, Level I-B, or Level II
    - Concrete Testing
        - TxDOT QAP Program for Concrete Testing and/or
        - ACI Field Technician Certification Program
        - Other tests outline in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the TxDOT QAP Program.
    - Soils & Aggregates
        - Series 100-E and 400-A Lime Series
- The Engineer shall attend up to 4 pre-activity meetings as requested by the Observer.

The Engineer shall:

- Review and recommend approval or rejection for all sampling and testing documentation submitted by the contractor for compliance with applicable State and federal regulations, standards, and contract requirements.
- Verify all material used meet specifications or identify materials that do not meet specifications and recommend corrective action.
- Certify that all materials used during construction meet the specifications of the contract documents.
- Work closely with Williamson County to resolve all material discrepancies and reach resolution (use-as-installed, remove/replace, deduction/penalties) before the next monthly estimate.
- Create and maintain a material testing log for each type of material tested.
- The Engineer shall report failing tests to the Williamson County representative within twenty-four (24) hours.

**DELIVERABLES:**

The Engineer will provide the following:

- Testing documentation as applicable (field technician daily report, sample documentation, test result report, etc.)
- Monthly update of the Materials Test Log
- Certification Verifications
- Letters of Certification

**ATTACHMENT C**

**WORK SCHEDULE**

**Work Authorization No. 1**

Rodriguez Engineering Laboratories LLC will provide construction materials oversight testing services for Williamson County (County). These services will be provided as requested by the County or County's representative on an as-needed basis for the County's SH 195 at Ronald Reagan Boulevard Project through December 31, 2026.

Rodriguez Engineering Laboratories, LLC

# ATTACHMENT D

## FEE SCHEDULE

## WORK AUTHORIZATION No. 1

**CONTRACT: 24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond Program On-Call**
**PROJECT NAME: 25IFB57 SH195 at Ronald Reagan Boulevard, CSJ 0440-09-002, etc.**

| Unit Costs | | | | | |
|---|---|---|---|---|---|
| **Services To Be Provided** | **Test Code** | **Unit** | **Quantity** | **Cost** | **Total Cost** |
| **Coordination and Review** | | | | | |
| 5.2 Project Manager/Professional Engineer | - | hr | 12 | $ 179.55 | $ 2,154.60 |
| 5.4 Graduate Engineer | - | hr | 4 | $ 104.34 | $ 417.36 |
| 5.7 Clerical | - | hr | 4 | $ 58.23 | $ 232.92 |
| | | | | **Subtotal =** | **$ 2,804.88** |
| **Item 16 Spec 247-7179: FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)** | | **CY** | **2,555** | | |
| 1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 1.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 1.3.6 Moisture Density Relationship Compaction Test | Tex-113-E | ea | 1 | $ 333.63 | $ 333.63 |
| 1.4.1 Atterberg Limits | Tex-104,105 &106-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.16 Sieve Analysis | Tex-110-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.11 Percent Passing No. 200 Sieve | Tex-111-E | ea | 1 | $ 61.87 | $ 61.87 |
| 1.1.3 Field Nuclear Density | Tex-115-E | ea | 3 | $ 49.74 | $ 149.22 |
| 3.1.5 Thickness Determination | Tex-140-E | ea | 3 | $ 24.27 | $ 72.81 |
| 1.4.14 Sample Preparation | Tex-101-E | ea | 1 | $ 90.99 | $ 90.99 |
| 1.5.1 TxDOT Triaxial | Tex-117-E | ea | 1 | $ 1,692.40 | $ 1,692.40 |
| 1.5.7 Wet Ball Mill | Tex-116-E | ea | 1 | $ 293.59 | $ 293.59 |
| 4.1.1 Vehicle | - | trip | 2 | $ 85.00 | $ 170.00 |
| 1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 3 | $ 100.70 | $ 302.10 |
| | | | | **Subtotal =** | **$ 3,792.67** |
| **Item 18 Spec 260-7007:LIME TRT (EXST MATL) (8")** | | **SY** | **8,351** | | |
| 1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 1.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 8 | $ 72.80 | $ 582.40 |
| 1.3.6 Moisture Density Relationship Compaction Test | Tex-113-E | ea | 1 | $ 333.63 | $ 333.63 |
| 1.4.1 Atterberg Limits | Tex-104,105 &106-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.1.3 Field Nuclear Density | Tex-115-E | ea | 9 | $ 49.74 | $ 447.66 |
| 1.4.6 Field Gradation of Lime Soil (1.75, 0.75, No. 4 Sieve) | Tex-101-E, Part III | point | 5 | $ 26.70 | $ 133.50 |
| 1.4.10 Organic Content | Tex-148-E | ea | 1 | $ 224.44 | $ 224.44 |
| 1.4.21 Stabilization Ability of Lime by Soil pH | Tex-121-E, Part III | ea | 1 | $ 337.28 | $ 337.28 |
| 1.4.16 Sieve Analysis | Tex-110-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.22 Soluble Sulfate Content (Tex-145-E) | Tex-145-E | ea | 2 | $ 127.39 | $ 254.78 |
| 3.1.5 Thickness Determination | Tex-140-E | ea | 9 | $ 24.27 | $ 218.43 |
| 4.1.1 Vehicle | - | trip | 4 | $ 85.00 | $ 340.00 |
| 1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 4 | $ 100.70 | $ 402.80 |
| | | | | **Subtotal =** | **$ 3,755.38** |
| **Item 20 Spec 341-7003: D-GR HMA TY-B PG64-22 (EXEMPT)** | | **TON** | **1629** | | |
| Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications. | | | | | |
| 3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 3 | $ 72.80 | $ 218.40 |
| 3.1.3 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 30 | $ 72.80 | $ 2,184.00 |
| 3.2.1.Asphalt Content by Extraction | Tex-210-F | ea | 2 | $ 203.82 | $ 407.64 |
| 3.2.7 Gradation of Aggregate from Extraction or Ignition | Tex-200-F | ea | 2 | $ 94.63 | $ 189.26 |
| Voids in Mineral Aggregates (VMA) | Tex-207-F | ea | 8 | $ - | $ - |
| 3.2.3 Specimen Molding by SGC, 2 per set | Tex-241-F | ea | 8 | $ 103.12 | $ 824.96 |
| 3.2.5 Bulk Density of Compacted Specimens, 2 per set | Tex-207-F | ea | 8 | $ 75.22 | $ 601.76 |
| 3.2.12.1 Maximum Theoretical Specific Gravity, Bag | Tex-227-F | ea | 8 | $ 67.94 | $ 543.52 |
| 3.2.8 Hamburg Wheel Tracker | Tex-242-F | ea | 1 | $ 686.67 | $ 686.67 |
| 3.2.14 Boiling Stripping Test | Tex-530-C | ea | 1 | $ 133.45 | $ 133.45 |
| 3.2.9 Indirect Tensile Strength | Tex-226-F | ea | 1 | $ 88.56 | $ 88.56 |
| 3.2.3 Specimen Molding by SGC, 2 per set, Hamburg & IDT | Tex-241-F | ea | 3 | $ 103.12 | $ 309.36 |
| 3.3.3.1 Coring - 0"-6" depth @ 6" dia. (includes patching and sample prep.) | - | ea | 16 | $ 118.90 | $ 1,902.40 |
| 3.2.10 Bulk Density of Core Specimens | Tex-207-F Part I | ea | 16 | $ 32.76 | $ 524.16 |
| 4.1.1 Vehicle | - | day | 3 | $ 85.00 | $ 255.00 |
| 3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 3 | $ 100.70 | $ 302.10 |
| | | | | **Subtotal =** | **$ 9,171.24** |
| **Item 21 Spec 341-7058: D-GR HMA TY-D SAC-B PG76-22** | | **TON** | **945** | | |
| Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications. | | | | | |
| 3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 3.1.3 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 20 | $ 72.80 | $ 1,456.00 |
| 3.2.1.Asphalt Content by Extraction | Tex-210-F | ea | 1 | $ 203.82 | $ 203.82 |
| 3.2.7 Gradation of Aggregate from Extraction or Ignition | Tex-200-F | ea | 1 | $ 94.63 | $ 94.63 |
| Voids in Mineral Aggregates (VMA) | Tex-207-F | ea | 4 | $ - | $ - |
| 3.2.3 Specimen Molding by SGC, 2 per set | Tex-241-F | ea | 4 | $ 103.12 | $ 412.48 |
| 3.2.5 Bulk Density of Compacted Specimens, 2 per set | Tex-207-F | ea | 4 | $ 75.22 | $ 300.88 |
| 3.2.12.1 Maximum Theoretical Specific Gravity, Bag | Tex-227-F | ea | 4 | $ 67.94 | $ 271.76 |
| 3.2.8 Hamburg Wheel Tracker | Tex-242-F | ea | 1 | $ 686.67 | $ 686.67 |
| 3.2.14 Boiling Stripping Test | Tex-530-C | ea | 1 | $ 133.45 | $ 133.45 |
| 3.2.9 Indirect Tensile Strength | Tex-226-F | ea | 1 | $ 88.56 | $ 88.56 |
| 3.2.3 Specimen Molding by SGC, 2 per set, Hamburg & IDT | Tex-241-F | ea | 3 | $ 103.12 | $ 309.36 |
| 3.3.3.1 Coring - 0"-6" depth @ 6" dia. (includes patching and sample prep.) | - | ea | 8 | $ 118.90 | $ 951.20 |
| 3.2.10 Bulk Density of Core Specimens | Tex-207-F Part I | ea | 8 | $ 32.76 | $ 262.08 |
| 4.1.1 Vehicle | - | trip | 2 | $ 85.00 | $ 170.00 |
| 3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 5,687.89** |
| **Item 22 Spec 342-7002: PFC-C PG 76-22 SAC-B** | | **TON** | **413** | | |

Rodriguez Engineering Laboratories, LLC

# ATTACHMENT D

## FEE SCHEDULE

## WORK AUTHORIZATION No. 1

**CONTRACT: 24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond Program On-Call**
**PROJECT NAME: 25IFB57 SH195 at Ronald Reagan Boulevard, CSJ 0440-09-002, etc.**

| Unit Costs | | | | | |
|---|---|---|---|---|---|
| **Services To Be Provided** | **Test Code** | **Unit** | **Quantity** | **Cost** | **Total Cost** |
| Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications. | | | | | |
| 3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 3.1.3 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 20 | $ 72.80 | $ 1,456.00 |
| 3.2.1.Asphalt Content by Extraction | Tex-210-F | ea | 2 | $ 203.82 | $ 407.64 |
| 3.2.7 Gradation of Aggregate from Extraction or Ignition | Tex-200-F | ea | 2 | $ 94.63 | $ 189.26 |
| Voids in Mineral Aggregates (VMA) | Tex-207-F | ea | 2 | $ - | $ - |
| 3.2.3 Specimen Molding by SGC, 2 per set | Tex-241-F | ea | 2 | $ 103.12 | $ 206.24 |
| 3.2.5 Bulk Density of Compacted Specimens, 2 per set | Tex-207-F | ea | 2 | $ 75.22 | $ 150.44 |
| 3.2.12.1 Maximum Theoretical Specific Gravity, Bag | Tex-227-F | ea | 2 | $ 67.94 | $ 135.88 |
| 3.2.8 Hamburg Wheel Tracker | Tex-242-F | ea | 1 | $ 686.67 | $ 686.67 |
| 3.2.3 Boiling Stripping Test | Tex-530-C | ea | 1 | $ 133.45 | $ 133.45 |
| 3.2.11 Indirect Tensile Strength | Tex-226-F | ea | 1 | $ 88.56 | $ 88.56 |
| 3.2.15 Draindown Characteristics of Bituminous Materials | Tex-235-F | ea | 1 | $ 134.00 | $ 134.00 |
| 3.2.13 Cantabro Loss | Tex-245-F | ea | 1 | $ 135.87 | $ 135.87 |
| 3.2.3 Specimen Molding by SGC, 2 per set, Hamburg & IDT | Tex-241-F | ea | 3 | $ 103.12 | $ 309.36 |
| 4.1.1 Vehicle | - | day | 2 | $ 85.00 | $ 170.00 |
| 3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 4,550.37** |
| **Item 23 Spec 347-7002: TOM-C PG76-22 SAC-B** | | **TON** | **204** | | |
| Testing of aggregate is not anticipated if material as listed on the current BRSQC and meets project specifications. | | | | | |
| 3.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 3.1.3 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 20 | $ 72.80 | $ 1,456.00 |
| 3.2.1 Asphalt Content by Extraction | Tex-210-F | ea | 2 | $ 203.82 | $ 407.64 |
| 3.2.7 Gradation of Aggregate from Extraction or Ignition | Tex-200-F | ea | 2 | $ 94.63 | $ 189.26 |
| Voids in Mineral Aggregates (VMA) | Tex-207-F | ea | 2 | $ - | $ - |
| 3.2.3 Specimen Molding by SGC, 2 per set | Tex-241-F | ea | 2 | $ 103.12 | $ 206.24 |
| 3.2.5 Bulk Density of Compacted Specimens, 2 per set | Tex-207-F | ea | 2 | $ 75.22 | $ 150.44 |
| 3.2.12.1 Maximum Theoretical Specific Gravity, Bag | Tex-227-F | ea | 2 | $ 67.94 | $ 135.88 |
| 3.2.8 Hamburg Wheel Tracker | Tex-242-F | ea | 1 | $ 686.67 | $ 686.67 |
| 3.2.3 Boiling Stripping Test | Tex-530-C | ea | 1 | $ 133.45 | $ 133.45 |
| 3.2.11 Indirect Tensile Strength | Tex-226-F | ea | 1 | $ 88.56 | $ 88.56 |
| 3.2.15 Draindown Characteristics of Bituminous Materials | Tex-235-F | ea | 1 | $ 134.00 | $ 134.00 |
| 3.2.13 Cantabro Loss | Tex-245-F | ea | 1 | $ 135.87 | $ 135.87 |
| 3.2.3 Specimen Molding by SGC, 2 per set, Hamburg & IDT | Tex-241-F | ea | 3 | $ 103.12 | $ 309.36 |
| 4.1.1 Vehicle | - | day | 2 | $ 85.00 | $ 170.00 |
| 3.5 Report of Asphalt Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 4,550.37** |
| **Item 26 Spec 416-7028: DRILL SHAFT (SIGN MTS) (24 IN)** | | **LF** | **30** | | |
| **Item 27 Spec 416-7040: DRILL SHAFT (RDWY ILL POLE) (30 IN)** | | **LF** | **32** | | |
| 2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 2.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 8 | $ 72.80 | $ 582.40 |
| 2.1.3 Cylinder Charge | - | ea | 8 | $ 35.19 | $ 281.52 |
| Slump | Tex-415-A | ea | 2 | $ - | $ - |
| Entrained Air | Tex-416-A | hr | 2 | $ - | $ - |
| Concrete Temperature | Tex-422-A | ea | 2 | $ - | $ - |
| 4.1 Vehicle (Includes cylinder pick-up) | - | trip | 4 | $ 85.00 | $ 340.00 |
| 2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.) | - | ea | 4 | $ 100.70 | $ 402.80 |
| | | | | **Subtotal =** | **$ 1,897.92** |
| **Item 28 Spec 420-7052: CL C CONC (RAIL FOUNDATION)** | | **CY** | **15** | | |
| 2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 2.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 2.1.3 Cylinder Charge | - | ea | 4 | $ 35.19 | $ 140.76 |
| Slump | Tex-415-A | ea | 1 | $ - | $ - |
| Entrained Air | Tex-416-A | hr | 1 | $ - | $ - |
| Concrete Temperature | Tex-422-A | ea | 1 | $ - | $ - |
| 4.1 Vehicle (Includes cylinder pick-up) | - | trip | 2 | $ 85.00 | $ 170.00 |
| 2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 948.96** |
| **Item 29 Spec 423-7015: RETAINING WALL (SPREAD FOOTING)** | | **SF** | **7743** | | |
| **Backfill** | | | | | |
| 1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 1.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 1.3.7 Moisture Density Relationship Compaction Test | Tex-114-E | ea | 1 | $ 333.63 | $ 333.63 |
| 1.4.1 Atterberg Limits | Tex-104,105 &106-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.16 Sieve Analysis | Tex-110-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.11 Percent Passing No. 200 Sieve | Tex-111-E | ea | 1 | $ 61.87 | $ 61.87 |
| 1.4.22 Soluble Sulfate Content | Tex-145-E | ea | 1 | $ 127.39 | $ 127.39 |
| 1.1.3 Field Nuclear Density (In-Place Moisture Content) | Tex-115-E | ea | 3 | $ 49.74 | $ 149.22 |
| 4.1.1 Vehicle | - | trip | 2 | $ 85.00 | $ 170.00 |
| 1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 1,669.57** |
| **Concrete** | | | | | |
| 2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 2.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 4 | $ 72.80 | $ 291.20 |

Rodriguez Engineering Laboratories, LLC

# ATTACHMENT D

## FEE SCHEDULE

## WORK AUTHORIZATION No. 1

**CONTRACT: 24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond Program On-Call**
**PROJECT NAME: 25IFB57 SH195 at Ronald Reagan Boulevard, CSJ 0440-09-002, etc.**

| Unit Costs | | | | | |
|---|---|---|---|---|---|
| **Services To Be Provided** | **Test Code** | **Unit** | **Quantity** | **Cost** | **Total Cost** |
| 2.1.3 Cylinder Charge | - | ea | 4 | $ 35.19 | $ 140.76 |
| Slump | Tex-415-A | ea | 1 | $ - | $ - |
| Entrained Air | Tex-416-A | hr | 1 | $ - | $ - |
| Concrete Temperature | Tex-422-A | ea | 1 | $ - | $ - |
| 4.1 Vehicle (Includes cylinder pick-up) | - | trip | 2 | $ 85.00 | $ 170.00 |
| 2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 948.96** |
| **Item 30 Spec 432-7002: RIPRAP (CONC) (5 IN)** | | **CY** | **96** | | |
| **Item 31 Spec 432-7013: RIPRAP (MOW STRIP) (4 IN)** | | **CY** | **259** | | |
| 2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 2.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 8 | $ 72.80 | $ 582.40 |
| 2.1.3 Cylinder Charge | - | ea | 8 | $ 35.19 | $ 281.52 |
| Slump | Tex-415-A | ea | 2 | $ - | $ - |
| Entrained Air | Tex-416-A | hr | 2 | $ - | $ - |
| Concrete Temperature | Tex-422-A | ea | 2 | $ - | $ - |
| 4.1 Vehicle (Includes cylinder pick-up) | - | trip | 4 | $ 85.00 | $ 340.00 |
| 2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.) | - | ea | 4 | $ 100.70 | $ 402.80 |
| | | | | **Subtotal =** | **$ 1,897.92** |
| **Item 33 Spec 450-7016: RAIL (TY T551)** | | **LF** | **1674** | | |
| **Item 34 Spec 450-7024: RAIL (TY SSTR)** | | **LF** | **1089** | | |
| 2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 2.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 8 | $ 72.80 | $ 582.40 |
| 2.1.3 Cylinder Charge | - | ea | 8 | $ 35.19 | $ 281.52 |
| Slump | Tex-415-A | ea | 2 | $ - | $ - |
| Entrained Air | Tex-416-A | hr | 2 | $ - | $ - |
| Concrete Temperature | Tex-422-A | ea | 2 | $ - | $ - |
| 4.1 Vehicle (Includes cylinder pick-up) | - | trip | 4 | $ 85.00 | $ 340.00 |
| 2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.) | - | ea | 4 | $ 100.70 | $ 402.80 |
| | | | | **Subtotal =** | **$ 1,897.92** |
| **Item 35 Spec 462-7076: CONC BOX CULV (8 FT X 4 FT) (EXTEND)** | | **LF** | **90** | | |
| 1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 1.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 1.3.7 Moisture Density Relationship Compaction Test | Tex-114-E | ea | 1 | $ 333.63 | $ 333.63 |
| 1.4.1 Atterberg Limits | Tex-104,105 &106-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.16 Sieve Analysis | Tex-110-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.11 Percent Passing No. 200 Sieve | Tex-111-E | ea | 1 | $ 61.87 | $ 61.87 |
| 1.1.3 Field Nuclear Density | Tex-115-E | ea | 3 | $ 49.74 | $ 149.22 |
| 4.1.1 Vehicle | - | day | 2 | $ 85.00 | $ 170.00 |
| 1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 1,542.18** |
| **Item 36 Spec 464-7003: RC PIPE (CL III)(18 IN)** | | **LF** | **8** | | |
| **Item 37 Spec 464-7005: RC PIPE (CL III)(24 IN)** | | **LF** | **77** | | |
| **Item 38 Spec 464-7007: RC PIPE (CL III)(30 IN)** | | **LF** | **67** | | |
| 1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 3 | $ 72.80 | $ 218.40 |
| 1.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 6 | $ 72.80 | $ 436.80 |
| 1.3.7 Moisture Density Relationship Compaction Test | Tex-114-E | ea | 1 | $ 333.63 | $ 333.63 |
| 1.4.1 Atterberg Limits | Tex-104,105 &106-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.16 Sieve Analysis | Tex-110-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.11 Percent Passing No. 200 Sieve | Tex-111-E | ea | 1 | $ 61.87 | $ 61.87 |
| 1.1.3 Field Nuclear Density (In-Place Moisture Content) | Tex-115-E | ea | 12 | $ 49.74 | $ 596.88 |
| 4.1.1 Vehicle | - | day | 3 | $ 85.00 | $ 255.00 |
| 1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 3 | $ 100.70 | $ 302.10 |
| | | | | **Subtotal =** | **$ 2,393.94** |
| **Item 39 Spec 465-7006: JCTBOX (COMPL) (PJB) (4FTX4FT)** | | **EA** | **1** | | |
| **Item 40 Spec 465-7009: JCTBOX (COMPL) (PJB) (5FTX5FT)** | | **EA** | **1** | | |
| **Item 41 Spec 465-7054: INLET (COMPL) (PSL) (SL) (3FTX3FT)** | | **EA** | **2** | | |
| **Item 42 Spec 465-7055: INLET (COMPL) (PSL) (SL) (4FTX4FT)** | | **EA** | **3** | | |
| 1.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 1.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 1.3.7 Moisture Density Relationship Compaction Test | Tex-114-E | ea | 1 | $ 333.63 | $ 333.63 |
| 1.4.1 Atterberg Limits | Tex-104,105 &106-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.16 Sieve Analysis | Tex-110-E | ea | 1 | $ 94.63 | $ 94.63 |
| 1.4.11 Percent Passing No. 200 Sieve | Tex-111-E | ea | 1 | $ 61.87 | $ 61.87 |
| 1.1.3 Field Nuclear Density (In-Place Moisture Content) | Tex-115-E | ea | 8 | $ 49.74 | $ 397.92 |
| 4.1.1 Vehicle | - | day | 2 | $ 85.00 | $ 170.00 |
| 1.6 Report of Soil Test Results (includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 1,790.88** |
| **Item 43 Spec 466-7181: WINGWALL (PW-1) (HW=11 FT)** | | **EA** | **1** | | |
| 2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 2 | $ 72.80 | $ 145.60 |
| 2.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 2.1.3 Cylinder Charge | - | ea | 4 | $ 35.19 | $ 140.76 |
| Slump | Tex-415-A | ea | 1 | $ - | $ - |
| Entrained Air | Tex-416-A | hr | 1 | $ - | $ - |
| Concrete Temperature | Tex-422-A | ea | 1 | $ - | $ - |

Rodriguez Engineering Laboratories, LLC

# ATTACHMENT D

## FEE SCHEDULE

## WORK AUTHORIZATION No. 1

**CONTRACT: 24RFSQ12 Materials Testing and Geotechnical Engineering Services Road Bond Program On-Call**
**PROJECT NAME: 25IFB57 SH195 at Ronald Reagan Boulevard, CSJ 0440-09-002, etc.**

| Unit Costs | | | | | |
|---|---|---|---|---|---|
| **Services To Be Provided** | **Test Code** | **Unit** | **Quantity** | **Cost** | **Total Cost** |
| 4.1 Vehicle (Includes cylinder pick-up) | - | trip | 2 | $ 85.00 | $ 170.00 |
| 2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.) | - | ea | 2 | $ 100.70 | $ 201.40 |
| | | | | **Subtotal =** | **$ 948.96** |
| **Item 44 Spec 467-7328: SET (TY II) (24 IN) (RCP) (6:1) (P)** | | **EA** | **2** | | |
| **Item 45 Spec 467-7348: SET (TY II) (30 IN) (RCP) (6:1) (P)** | | **EA** | **1** | | |
| 2.1.1 Trip Charge (round-trip from REL Austin)(Vehicle or Mileage is not included) | - | hr | 4 | $ 72.80 | $ 291.20 |
| 2.1.2 Field Tech Time (on-site only, 2-hour minimum) | - | hr | 8 | $ 72.80 | $ 582.40 |
| 2.1.3 Cylinder Charge | - | ea | 8 | $ 35.19 | $ 281.52 |
| Slump | Tex-415-A | ea | 2 | $ - | $ - |
| Entrained Air | Tex-416-A | hr | 2 | $ - | $ - |
| Concrete Temperature | Tex-422-A | ea | 2 | $ - | $ - |
| 4.1 Vehicle (Includes cylinder pick-up) | - | trip | 4 | $ 85.00 | $ 340.00 |
| 2.4 Report of Concrete Test Results (Includes clerical, engineering review/seal, etc.) | - | ea | 4 | $ 100.70 | $ 402.80 |
| | | | | **Subtotal =** | **$ 1,897.92** |
| | | | | **TOTAL ESTIMATED FEE =** | **$ 52,147.93** |

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 08/05/2025

On-Call Environmental Services (Wyoming Springs) - SWCA - WA#10

**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. 10 to the On-Call Environmental Services (Road Bond Program) contract executed May 9, 2024, between Williamson County and SWCA Environmental Consultants relating to the 2023 Road Bond Program. Project: P667 Fund Source: Road Bonds

**Background**

This Work Authorization No. 10 is for environmental services for the Wyoming Springs Drive Extension Project in the amount of $110,347.00 and terminates on July 31, 2026.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

On-Call Environmental Services (Wyoming Springs) - SWCA - WA#10

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:28 AM |
| Form Started By: Ragan Riggs | | Started On: 07/31/2025 08:02 AM |
| Final Approval Date: 07/31/2025 | | |

Reviewed and approved by DFG and Michael Rhodes

**WORK AUTHORIZATION**

**WORK AUTHORIZATION NO. 10**
**PROJECT: Wyoming Springs Drive Extension – Environmental Services**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Environmental Services, being dated May 9, 2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA Environmental Consultants (the "Firm").

Part 1. The Firm will provide the following Environmental 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 $110,347.00.

Part 3. Payment to the Firm 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 July 28, 2025, and shall terminate on July 31, 2026. The Firm's 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. Firm 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 Firm 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 Firm.

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

*Continued next page*

EXECUTED this _____.

| FIRM: | COUNTY: |
| --- | --- |
| SWCA Environmental Consultants | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| Matthew McMillan | _____ |
| Printed Name | Printed Name |
| Natural Resources Director – Austin | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A: Services to be Provided by the County

Attachment B: Services to be Provided by the Firm

Attachment C: Work Schedule

Attachment D: Fee Schedule

***APPROVED***
***By Christen Eschberger at 4:24 pm, Jul 30, 2025***

# ATTACHMENT A
# SERVICES TO BE PROVIDED BY THE COUNTY
# FOR THE WYOMING SPRINGS DRIVE EXTENSION

**WORK AUTHORIZATION NO. 10**
**PROJECT: Wyoming Springs Drive Extension – Environmental Services**

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.
2. Assistance to the Firm, as necessary, with obtaining data and information from other local, regional, State, and Federal agencies required for this project.
3. Obtain Rights-of-entry from landowners that are unwilling to grant access to the Firm.
4. Provide available appropriate County data on file, plans, and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the County's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide timely reviews and decisions necessary for the Firm to maintain the project work schedule. Review recommendations offered by the Firm, progress of work, and final acceptance of all documents.
7. Submittal of documentation to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders and coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Firm and the County's other subconsultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Provide an agent as necessary to secure proposed Right-of-Way.
13. Provide construction observation and review contractor pay applications and progress.
14. Provide Firm with Contractor submittals, Requests for Information, shop drawings, and correspondence.
15. Review Firm progress, submittals, and plan changes.

# ATTACHMENT B
# SERVICES TO BE PROVIDED BY THE FIRM
# FOR THE WYOMING SPRINGS DRIVE EXTENSION

## WORK AUTHORIZATION NO. 10
## PROJECT: Wyoming Springs Drive Extension – Environmental Services

The County proposes to extend Wyoming Springs Drive north from its current terminus at Golden Oak Circle to connect with Farm-to-Market Road 1431 (project). The proposed project will include construction of a four-lane, divided road with curbs, gutters, and shared-use paths on either side. The proposed project is approximately 0.9 mile long, covering approximately 26.8 acres (project area). The Firm received the project area shape on July 9, 2025, as shown in Figure 1.

The project area is within the Edwards Aquifer Recharge Zone and within an area designated as Karst Zone 1. As such, the project area may contain caves that facilitate recharge and host endangered karst invertebrates. The project area could also include woodland that may be considered suitable habitat for the federally endangered golden-cheeked warbler (*Setophaga chrysoparia*). Additionally, the project area may contain monarch butterfly (*Danaus plexippus*) and tricolored bat (*Perimyotis subflavus*) habitat, both of which are proposed for federal protection under the Endangered Species Act (ESA). Additionally, the County has requested shovel tests for a cultural resources investigation for compliance with the Antiquities Code of Texas (ACT).

Environmental services will be provided upon the request of the County as needed for the project, including the following:

- Project Management
- Geologic Assessment
- Karst Feature Excavation and Karst Invertebrate Presence/Absence Surveys
- Threatened and Endangered Species Habitat Assessment
- Williamson County Regional Habitat Conservation Plan (RHCP) Application
- Phase I Environmental Site Assessment

To perform these environmental services, the Firm will access those parcels within the project area where right-of-entry has been obtained, which will be coordinated by the County. Parcels requiring a separate site visit may require a Supplemental Work Authorization.

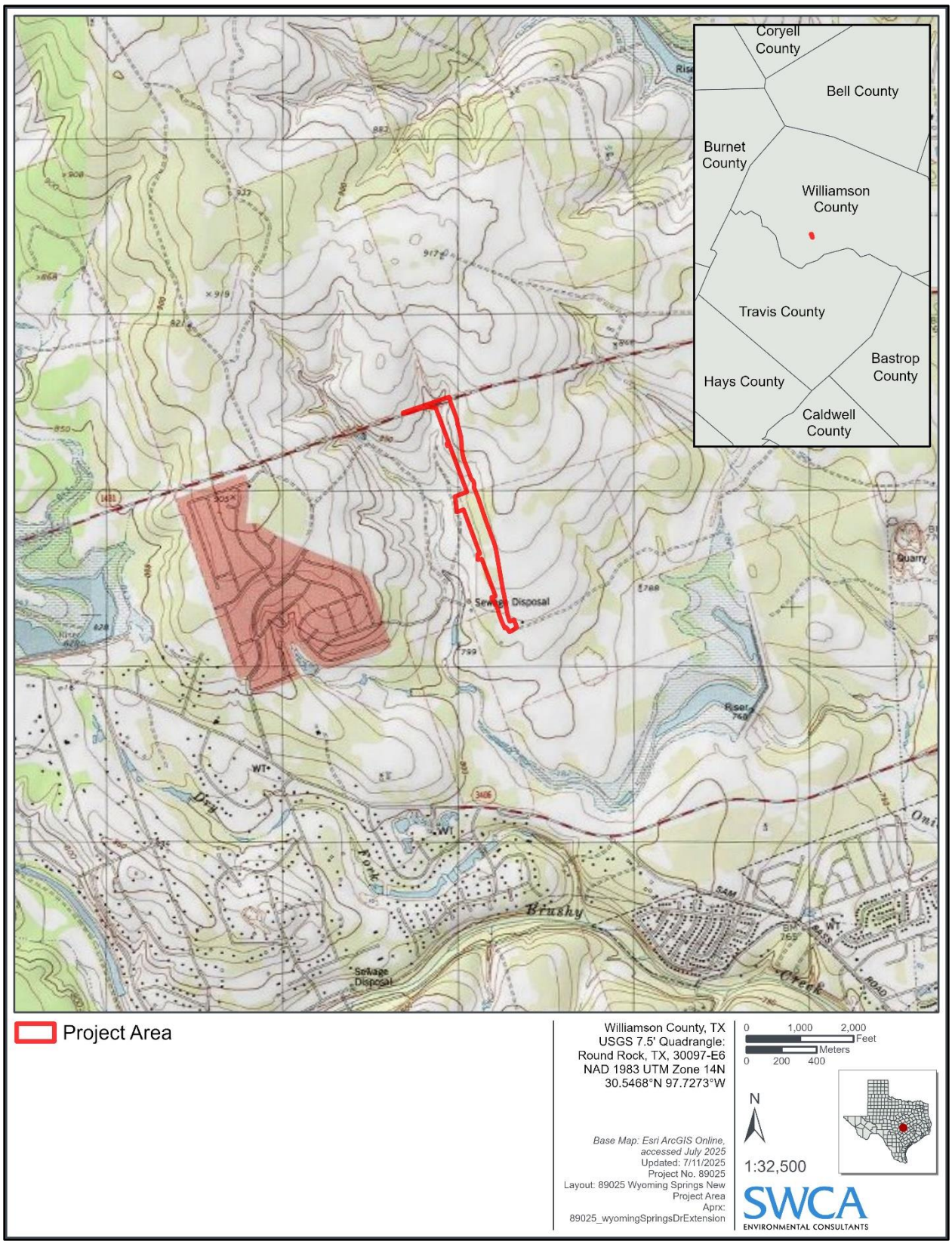



**Figure 1. Location map.**

## Phase 01: Project Management

For Phase 01, the Firm is using modified scope language from the County's typical work authorization describing project management.

1. COMMUNICATION:
    a. Firm shall designate one environmental consultant (Texas) to be responsible for the project management, and all communications with the County and its representatives.

2. MONTHLY PROGRESS REPORTS, INVOICES, & BILLINGS (**12** months assumed):
    a. Submit monthly progress status reports to the County. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, and lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report.
    b. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

3. PROJECT COORDINATION & ADMINISTRATION:
    a. Prepare and maintain routine project record keeping, including records of meetings and minutes.
    b. Correspondence and coordination will be handled through and with the concurrence of the County.
    c. 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 Firm's team/staff, coordinate and review subconsultant work, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

4. PROGRESS/COORDINATION MEETINGS (**3** virtual meetings assumed):
    a. Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
    b. Conduct internal coordination meetings as required to advance the development of the project.

5. PROJECT DOCUMENTS/FILES:
    a. All contract documents, including native files, shall be turned over to the County at each milestone and at the completion of the project or as requested. Documents shall be posted to the County's project management database.

6. DELIVERABLES:

a. Monthly Invoices and Progress Reports including Deliverable Table
b. Meeting Minutes, Sign-In Sheets, and Agendas
c. Project Schedule and Updates
d. Project Files

## Phase 02: Geologic Assessment

The proposed project overlies the Edwards Aquifer Recharge Zone as mapped by the Texas Commission on Environmental Quality (TCEQ); therefore, a geologic assessment (GA) field investigation and the associated GA report will be prepared to be included with a Water Pollution Abatement Plan (WPAP) as required by Title 30 of the Texas Administrative Code, Chapter 213. The Firm will conduct the GA field investigation within the project area to identify geologic and human-made features that serve as points or zones of surface recharge to the Edwards Aquifer. The GA will be conducted by or under the direct supervision of a Professional Geoscientist (P.G.) and in accordance with regulations set forth in the TCEQ Publication 0585, *Instructions to Geologist for Geologic Assessment on the Edwards Aquifer Recharge/Transition Zones* (10-01-04). The GA field investigation will be conducted by walking parallel transects spaced approximately 30 to 50 feet apart within the project area. Geologic features identified during the survey will be evaluated, photographed, flagged, and recorded using a data collection tablet. Following the field investigation, the Firm will prepare a GA report for inclusion in the WPAP.

**Deliverable**

- The Firm will prepare a draft and final GA report outlining the results of the field investigation. Within 4 weeks of the field investigation, the Firm will provide the County with a draft report in electronic format (PDF) for review and comment. The Firm will respond to one round of comments and will provide the County with a final version of the report in electronic format within 2 weeks of receiving comments.

## Phase 03: Karst Feature Excavation and Presence/Absence Surveys

The Firm anticipates that the GA could encounter up to three karst features that would require excavation to determine recharge sensitivity, according to TCEQ criteria. Additionally, the Firm could assess the potential for the excavated cave to host endangered karst invertebrates after the caves have been excavated. Prior to excavation, the Firm would create a Request for Excavation Using Heavy Equipment (Request) for submittal to the TCEQ. The Request is a fairly short document but is required by the TCEQ prior to excavation.

Each karst feature excavation would continue until conditions indicated the feature was unlikely to extend further into the subsurface, which is typically denoted by presence of limestone bedrock or hard packed clay. Excavation would also cease if the karst feature(s) extended into the subsurface and provided humanly accessible passageway; at which point, the excavation would cease, and the Firm would start mapping the cave interior. The results of the excavation and subsurface mapping would be included in an update to the GA report.

After cave excavation, the Firm would enter up to three caves to perform presence/absence surveys for federally listed endangered karst invertebrates. Two Firm biologists, one of which would maintain a U.S. Fish and Wildlife Service (USFWS) Section 10 (a)(1)(A) permit to perform scientific studies on endangered karst invertebrates, will search the cave(s) for the Bone Cave harvestman (*Texella reyesi*), the Inner Space Caverns mold beetle (*Batrisodes texanus*), and the Tooth Cave spider (*Tayshaneta myopica*). The presence/absence surveys would follow the current USFWS protocol for such surveys. Current USFWS karst invertebrate survey protocols require 14 separate feature visits to determine the presence or probable absence of these species. The Firm will also document inhabitation of any cave by the tricolored bat, which could receive protection under the ESA in 2024.

**Deliverables**

- The Firm would submit the Request to TCEQ and coordinate directly with that agency to gain approval for karst feature excavation with heavy machinery. The Firm anticipates completing the Request within 3 weeks of completing the field investigation for the GA, if needed.
- The Firm will amend the GA report detailing the results of the excavation. Within 4 weeks of the excavation, the Firm will provide the County with an updated draft GA in electronic format (PDF) for review and comment. The Firm will respond to one round of comments and will provide the County with a final version of the report in electronic format within 2 weeks of receiving comments.
- The Firm will prepare a draft karst survey report that includes the presence/absence survey methodology and results. The Firm will submit the draft report to the County within 6 weeks of completion of the presence/absence surveys. The Firm will address one round of comments from the County review team and will submit the final, electronic report to County within 2 weeks of receipt of comments.

## Phase 04: Threatened and Endangered Species Habitat Assessment and Impacts Analysis

The Firm will perform a field investigation of land features (including karst features) and vegetation communities within the project area to evaluate the potential for federally listed threatened and endangered species habitat to occur within the project area. The investigation will also address habitat for species that the USFWS has proposed to list, or has designated as candidates for listing, as threatened or endangered.

Based on an initial review of aerial imagery, the Firm anticipates that the project area may include or occur within 250 feet of closed-canopy woodland that could provide suitable habitat for the federally endangered golden-cheeked warbler. Trees and caves (if they occur) within the project area could host the tricolored bat, which is proposed for protection under the ESA as endangered. Finally, the monarch butterfly is a candidate species for protection under the ESA and could lay eggs on milkweed (*Asclepias* sp.) or use nectar plants for foraging in treeless portions of the project area.

Desktop analysis indicates that the project area is atop Karst Zone 1; therefore, the Firm will focus on identifying potential habitat for karst invertebrates during Phase 02 and 03.

Additionally, the Firm anticipates the field investigation results will support preparation of an RHCP application (Phase 04).

Field investigation methods in Phase 03 for identifying potentially suitable habitat for federally protected species or species that could become protected in the near future will consist primarily of a visual reconnaissance of existing conditions within the project area. The Firm anticipates two biologists familiar with golden-cheeked warbler, tricolored bat, and monarch butterfly habitat identification will perform the field investigation for one day by walking throughout the project area and assessing habitat components. Potential habitat identified during the survey will be evaluated, photographed, flagged, and recorded using a data collection tablet.

Following the completion of the field investigation, the Firm will coordinate with the County to discuss results and determine desired next steps.

**Deliverables**

- The Firm will prepare a draft and final threatened and endangered species habitat assessment and impacts analysis report, which will include a map depicting the distribution within the project area of any potentially suitable habitat for federally listed species or species that may become listed in the near future. Within 4 weeks of the field investigation, the Firm will provide the County with a draft report in electronic format (PDF) for review and comment. The Firm will respond to one round of comments and will provide the County with a final version of the report in electronic format within 2 weeks of receiving comments.

## Phase 05: Williamson County Regional Habitat Conservation Plan Application

The Firm will draft an RHCP participation application for incidental take coverage for potential impacts to federally listed karst invertebrates that may occur within Karst Zone 1. Additionally, the Firm would draft and submit an RHCP participation application for potential impacts to golden-cheeked warbler habitat, if needed. Results from Phases 01, 02, and 03 will dictate the type of incidental take coverage. For example, enrollment within the RHCP would differ depending on whether or not any caves with endangered karst invertebrates are located. Coverage for potential impacts to golden-cheeked warbler habitat will be included in the enrollment application, if necessary, dependent on the results from Phase 04.

**Deliverables**

- The Firm will prepare draft and final Williamson County RHCP applications. The Firm will provide the County with an electronic copy of the draft participation application within 4 weeks of the finalization of reports under Phases 01, 02, and 03; along with receipt of final (100%) project plans. Once comments are received, the Firm will incorporate comments and provide the final participation application electronically to the County for

their submittal to the Williamson County Conservation Foundation, which is the organization that oversees RHCP applications.

## Phase 06: Phase I Environmental Site Assessment

The Firm will prepare a Phase I Environmental Site Assessment (PIESA) report in accordance with American Society of Testing and Material (ASTM) Standards on Environmental Site Assessments for Commercial Real Estate, E1527-13 Standard Practice for Environmental Site Assessments. The PIESA will also be performed in accordance with the U.S. Environmental Protection Agency's All Appropriate Inquiry (AAI) standards amended in 2021. The preparation of the PIESA will consist of the following tasks: records review, interviews, site reconnaissance, and user-provided information.

### Records Review

The Firm will review recent and historical aerial photography and topographic maps to identify operations or activities that may have caused the release of hazardous substances into the environment. If made available by the County, the Firm will also review copies of environmental reports previously prepared for the site, environmental compliance audits, environmental permits, environmental liens and activity and use limitations (AULs), and other available environmental documents relating to the project area. As part of the review process, the Firm will summarize regional hydrogeological, geographic, and physiographic characteristics.

Additionally, the Firm will review available state and federal regulatory databases within standard search radii as specified in ASTM standards around the entire project area to determine whether the project area or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. The need for additional in-person regulatory file review is not anticipated, but would be performed on a time-and-materials basis, only when necessary, and provided that such files are publicly and readily available. The Firm is not responsible for obtaining a 50-year chain-of-title under the scope of work. The Firm will, however, review chain-of-title reports if supplied by Travis and Williamson Counties. Per ASTM standards, regulatory database reviews have a 6-month shelf life.

### Interviews

If property owner contact information is made available by the County, the Firm will contact the landowner(s) via a mailed or emailed landowner questionnaire. In the interest of expediency, responses received too late for inclusion in the report will not be discussed in the report. If late responses offer information pertinent to the findings discussed in the report, the Firm will provide an addendum letter. The Firm assumes that the County will provide contact information for property owners and/or representatives of all affected parcels within the project area.

### Site Reconnaissance

The Firm's personnel will perform a site reconnaissance of the project area, or subject property, to document current project conditions. Adjacent properties will be observed from the project area and from public right-of-way to visually identify and photograph areas with potential recognized

environmental conditions as defined in the ASTM standard. The Firm will include a general discussion in the report of how field observations relate to potential contamination, if appropriate.

The scope of work does not include activities such as collecting or analyzing soil, air, water, or other environmental samples and will not address issues such as radon, lead, or radioactivity. The Firm's personnel will require access to the entire project area on the date of the site reconnaissance. Access to private lands, locked gates, or restricted areas will be arranged by the County. It is assumed that the County will assist with landowner access as needed, which could include providing landowner notifications or land access permission letters for the Firm's staff to carry.

**User-Provided Information**

The user of the PIESA report is defined as the party seeking to use ASTM Standard E 1527-13 to complete a PIESA of the property, which for this project is the County. User-provided information is an essential component of the PIESA and includes items such as copies of any previous PIESAs or other relevant environmental documents, a completed PIESA user questionnaire, the reason why the PIESA is being performed, and contact information for current or past landowners or users. The ASTM standard states the County, as the user, is responsible for completing a search of recorded land-title records and judicial records of environmental liens and AULs. If the user opts not to search for liens and AULs, the Firm will note this as a limitation of the report.

**Deliverables**

- The Firm will summarize and document the PIESA findings in one report. Sections within the report will include 1) an introduction and description of the scope of work; 2) a description of the project area; 3) a summary of the project area history, including interviews and user-provided information; 4) a regulatory database review; 5) a description of the site reconnaissance; and 6) report findings and conclusions. Report limitations and literature cited will also be included.
- Figures, at a minimum, will include 1) a regional site location map and 2) aerial photography with mapped points of interest. Where applicable, report appendices could include 1) environmental database records and supplemental data; 2) documentation of interviews and other correspondence; 3) select project area photographs; 4) applicable project area history and prior-use documentation; and 5) copies of relevant environmental reports that have been previously prepared for the project area.
- The PIESA report will be prepared by a qualified environmental professional as defined in ASTM E 1527-13 and the AAI Rule. Within 4 weeks of the field survey, the Firm will provide the County with an electronic draft of the report for one round of review and comment. The Firm will incorporate comments into the final report, which will be submitted to the County electronically.

# ATTACHMENT C
# WORK SCHEDULE
# FOR THE WYOMING SPRINGS DRIVE EXTENSION

**WORK AUTHORIZATION NO. 10**
**PROJECT: Wyoming Springs Drive Extension – Environmental Services**

The Firm is prepared to begin work immediately upon receiving a Notice to Proceed (NTP) for the work schedule provided for assigned tasks as given. The Firm will perform the field survey within 3 weeks of NTP and will submit the first draft of the report to the County within 6 weeks of field survey completion. All work is expected to be completed and finalized by July 31, 2026.

# ATTACHMENT D
# FEE SCHEDULE
# FOR THE WYOMING SPRINGS DRIVE EXTENSION

## WORK AUTHORIZATION NO. 10
## PROJECT: Wyoming Springs Drive Extension – Environmental Services

**Table 1. Anticipated Fee Details**

| Project Role | Per Unit Rate | Number of Units | Value |
|---|---|---|---|
| **Labor** | | | |
| Specialist I | $77.00 | 0 | $0.00 |
| Specialist II | $91.00 | 0 | $0.00 |
| Specialist III | $104.00 | 6 | $624.00 |
| Specialist IV | $114.00 | 80 | $9,120.00 |
| Specialist V | $123.00 | 29 | $3,567.00 |
| Specialist VI | $137.00 | 0 | $0.00 |
| Specialist VII | $147.00 | 276 | $40,572.00 |
| Specialist VIII | $158.00 | 0 | $0.00 |
| Specialist IX | $169.00 | 180 | $30,420.00 |
| Specialist X | $189.00 | 0 | $0.00 |
| Specialist XI | $207.00 | 0 | $0.00 |
| Specialist XII | $226.00 | 0 | $0.00 |
| Subject Matter Expert I | $230.00 | 76 | $17,480.00 |
| Subject Matter Expert II | $242.00 | 0 | $0.00 |
| Subject Matter Expert III | $268.00 | 0 | $0.00 |
| Subject Matter Expert IV | $293.00 | 0 | $0.00 |
| ***Labor Subtotal*** | | | ***$101,783.00*** |
| **Direct Costs** | | | |
| Mileage | $0.70 | 4,120 | $2,884.00 |
| GPS Tablet+Geode | $40.00 | 2 | $80.00 |
| ***Direct Costs Subtotal*** | | | ***$2,964.00*** |
| Heavy Machinery Subcontractor - At Cost | $2,800.00 | 2 | ***$5,600.00*** |
| **GRAND TOTAL** | | | **$110,347.00** |

# ATTACHMENT D
# FEE SCHEDULE
# FOR THE WYOMING SPRINGS DRIVE EXTENSION

## *Assumptions*

- The estimated cost is based upon complete and open access to the project area. All land acquisition or right-of-entry to the project area will be obtained by the County prior to the commencement of field investigations described within this Work Authorization. Factors beyond the Firm's control, such as access restrictions, inclement weather, or unsafe project conditions that result in delays to the project schedule or require additional mobilizations, may require a Supplemental Work Authorization.

Phase 01 – Project Management

- None

Phase 02 – Geologic Assessment

- Two qualified people will perform the field investigation during a single day, including one professional geoscientist licensed as such with the TCEQ.

Phase 03 – Karst Feature Excavation and Presence/Absence Surveys

- Presence of karst features that could require excavation are located during the geologic assessment (Phase 01).
- Up to three karst features may require excavation.
    - The Firm would hire a subcontractor for heavy machinery (e.g., backhoe, hoe-ram) with operator to assist with excavation for 2 days.
    - Two biologists would be available to direct cave excavation over the course of 2 days.
    - The heavy machinery subcontractor would cost $2,800 per day.
- The presence/absence surveys will continue for all 14 surveys in all three caves.
    - The presence/absence surveys will occur on Mondays, Wednesdays, and Fridays until the required number of surveys are completed.
    - Inclement weather may delay surveys due to safety concerns.

Phase 04 – Threatened and Endangered Species Habitat Assessment

- Karst-related field investigations will be performed during Phase 02 and 03. However, the results of those investigations will inform the karst invertebrate discussion in the Phase 04 report.
- The field investigation will be performed by two qualified biologists during a single day and will include one biologist familiar with golden-cheeked warbler habitat.
- The estimated cost does not include presence/absence surveys for any species.

Phase 05 – Williamson County Regional Habitat Conservation Plan Application

- None.

Phase 06 – Phase I Environmental Site Assessment

- The field survey will be conducted concurrently with the geological assessment and by the same personnel (Phase 02).
- The County will release any known environmental data or reports associated with the project area to the Firm for the PIESA.
- The PIESA will be prepared in general accordance with ASTM standards and does not include any sampling, such as soil, air, water, vapor, lead, or asbestos.
- The County will provide landowner contact information (address and/or email) for sending landowner questionnaires.
- The County will provide a completed PIESA user questionnaire.
- The County is responsible for completing a search of recorded land-title records and judicial records of environmental liens and AULs. If the County opts not to search for liens and AULs, the Firm will note this as a limitation of the report.
- The date of the intended use of the PIESA is within 180 days of the completion of the report.

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 08/05/2025

2025/2026 Proposed Holiday Schedule

**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 appropriate action on establishing the County Holiday Schedule for FY 2025/2026.

**Background**

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Proposed Holiday Schedule

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Delia Colon | 07/28/2025 01:39 PM |
| Form Started By: Andrea Schiele | | Started On: 07/28/2025 12:49 PM |
| Final Approval Date: 07/28/2025 | | |

The proposed holiday schedule for paid holidays for the 2025/2026 budget year is as follows:

| | | |
|---|---|---|
| Veterans Day | Tuesday | November 11, 2025 |
| Thanksgiving | Thursday | November 27, 2025 |
| | Friday | November 28, 2025 |
| Christmas Holiday | Wednesday | December 24, 2025 |
| | Thursday | December 25, 2025 |
| | Friday | December 26, 2025 |
| New Year's Holiday | Thursday | January 1, 2026 |
| Martin Luther King Day | Monday | January 19, 2026 |
| President's Day | Monday | February 16, 2026 |
| Good Friday | Friday | April 3, 2026 |
| Memorial Day | Monday | May 25, 2026 |
| Emancipation Day | Friday | June 19, 2026 |
| Independence Day | Friday | July 3, 2026 |
| Labor Day | Monday | September 7, 2026 |

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 08/05/2025

August 2025 Wellness Updates

**Submitted For:** Allen Frederick **Submitted By:** Shelley Loughrey, Human Resources

**Department:** Human Resources

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider, and take appropriate action regarding the August 2025 Wellness Updates.

**Background**

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

August 2025 Wellness Updates

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 11:36 AM |
| Form Started By: Shelley Loughrey | | Started On: 07/30/2025 10:44 AM |
| Final Approval Date: 07/30/2025 | | |

# WELLNESS UPDATE

08/05/2025

WILCO ONE

one body one mind one you one place

## August 2025 Updates

- Benefits and Wellness Fair September 24th, 2025
- Email invite has been sent to all employees
- Please use the registration link to reserve your virtual meal ticket; Registration closes on September 12, 2025
- Register for activities separately; spots limited

# WELLNESS ACTION REMINDER

- Wellness Actions are due in the Personify Health system by **12/01/2025 – Three Green Check Marks or 30,000 Points**
- Please allow up to 14 business days for forms to process
- Biometric forms must show as processed by the deadline to be considered complete
- Emails, in person presentations, push notifications, and pop ups in the system are there to help as reminders
- No exceptions, appeals, or grace periods

# NEW PROGRAMS

- Total Population Health – Offers Coaching on a variety of topics and needs; located in the Personify Health account
- SmartDollar - Financial well-being program offering help on any financial goal, also offers free coaching, free tax and will preparation, and more.
- Both programs give points in the Personify Health System
- Contact the Benefits Team to find out more information on programs and ways to earn points

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 08/05/2025

2025 CDBG Annual Action Plan

**Submitted By:** Sally Bardwell, HUD Grants

**Department:** HUD Grants

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss and take appropriate action on the HUD 2025 Annual Action Plan that includes Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) funding.

### Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY25 funding allocation of $2,220,130 to successfully support community development and affordable housing efforts for low and moderate-income households and areas throughout the County. The County also accepted Emergency Solutions Grant (ESG) funding in the amount of $185,910. Projects included in the plan were approved on July 1, 2025. This is a request for the final approval of the 2025 Annual Action Plan.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

2025 Annual Action Plan

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:08 AM |
| Form Started By: Sally Bardwell | | Started On: 07/31/2025 09:36 AM |
| Final Approval Date: 07/31/2025 | | |

# 2025
# Annual Action Plan

## Community Development Block Grant
## Emergency Solutions Grant




Williamson County, Texas

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

Williamson County is a federal entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The County is required to prepare an Annual Action Plan to implement its federal Community Development Block Grant (CDBG) and Emergency Solution Grant (ESG) programs. The program funding allocation of $2,220,130 is to be used to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County. The County will also receive ESG funding in the amount of $185,910 that will be used for rapid rehousing.

The Williamson County consortium consists of ten participating cities and the unincorporated areas of county. The participating cities included Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor and Weir.

Williamson County's current Five-Year Consolidated Plan covers 2024-2028. Williamson County CDBG 2025-2026 Annual Action Plan covers the period from October 1, 2025 to September 30, 2026 and is the second Annual Action Plan of the five year period.

The county will allocate $440,026 (20%) of the CDBG allocation to program administration and oversight. The remaining funds will be allocated to infrastructure, public facilities and social services. All projects are a high priority as identified in the current Consolidated Plan.

- Georgetown Pine Street Drainage $250,000
- Georgetown Housing Authority Rehab $425,044
- Granger Wastewater $457,060
- Habitat for Humanity Home Repair $250,000
- The Georgetown Project $50,000
- Hope Alliance/Crisis Center $50,000
- Impact Counseling $60,000
- Key2Free $50,000
- Operation Liberty Hill $20,000
- Taylor Annie Street Waterline $128,000
- Yesterday's Gone $20,000
- Administration-Program Administration and Oversight $440,026

The County will use the ESG allocation of $185,910 to Bluebonnet Trails for rapid rehousing. ESG administration costs will be $13,943.25 (7.5% of the ESG allocation).

## 2. Summarize the objectives and outcomes identified in the Plan

The FY25 funded projects were selected to address one or more of the following performance objectives:

- Provide Decent Affordable Housing
- Create Suitable Living Environments
- Create Economic Opportunities

Projects funded in FY25 will address one or more of the following performance outcomes:

- Improve Availability/Accessibility
- Improve Affordability
- Improve Sustainability

Project selection is guided by the 2024-2008 funding priorities:

**Public Facility and Infrastructure Improvements**

•Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.

•Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.

**Increase Access to Affordable Housing**

•Fund activities that expand the supply and improve the condition of housing affordable to lower income households.

•Fund activities that leverage other public and private resources such as Low Income Housing Tax Credit (LIHTC) projects.

•Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.

**Decrease Homelessness**

•Provide funds to support shelter operations and transitional housing.

•Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.

**Public Services**

•Fund projects that provide supportive services to low- and moderate-income household as well as persons with special needs.

•Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate information, and eliminate duplication of effort.

**Affirmatively Further Fair Housing**

•Support improved access to community resources.

•Continue to operate in compliance with protected class definitions found in federal regulations.

## 3. Evaluation of past performance

The Williamson County CDBG Program identified priorities and needs during the 2024-2028 Consolidated Planning Process, which is utilized in identifying projects to be funded. The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with current priorities. These projects are monitored as they are being implemented to ensure progress and eligible spending.

The County did not meet the required timeliness ratio in 2023 or 2024. Delays in projects are due to supply chain demands, increased costs, and meeting the requirements needed when combining multiple sources of funds (Federal and State). Williamson County is completing a HUD approved work-out plan to ensure funds are being utilized.

A summary of past performance is reported in the attached document “Past Performance Evaluation”. Information was taken from the county’s most recently completed Consolidated Annual Performance Evaluation Report for fiscal year 2023 and submitted to HUD.

## 4. Summary of Citizen Participation Process and consultation process

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County Community Development Office. The Community Development Office encourages the public to review documents concerning the CDBG and ESG programs and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilcotx.gov. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 12, 2025 to gather input regarding the CDBG program and potential projects. Representatives from local agencies attended the meeting and discussed community needs and potential projects.

Project funding was presented to the Williamson County Commissioners' Court on July 1, 2025.

A public hearing was held on July 16, 2025.

The FY25 Annual Action Plan was made available for public comment July 3, 2025-August 4, 2025.

## 5. Summary of public comments

Four participants attended the March 12, 2025 public hearing. An overview of the CDBG program was discussed along with potential projects and funding.

During Commissioners Court on July 1, 2025, one comment was received that indicated the County should return the funding to the Federal Government. Another resident provided support for the American Legion projects, which are identified as alternate projects in the Action Plan.

No comments were received during the July 16, 2025 public hearing.

During the comment period, a meeting was held with Bluebonnet representatives to discuss additional funding to support the costs associated with the rapid rehousing program.

It is standard for Williamson County to address comments received and take them into consideration prior to final approval.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received are considered and accepted.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

| Agency Role | Name | Department/Agency |
|---|---|---|
| | | |
| CDBG Administrator | WILLIAMSON COUNTY | Community Development |
| ESG Administrator | WILLIAMSON COUNTY | Community Development |

**Table 1 – Responsible Agencies**

### Narrative (optional)

Williamson County is the lead agency for the CDBG program and ESG program.

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

In accordance with 24 CFR 91.115(e) Williamson County has adopted a Citizen Participation Plan describing the citizen participation requirements of its CDBG program. This document describes the process for preparation of the Consolidated Plan and each Annual Plan. It outlines the outreach efforts that will be taken to coordinate these planning documents with public and private sector interests in the County.

A public hearing was held on March 12, 20225 to gather input on affordable housing and community needs in Williamson County. Stakeholders consisted of organizations that are familiar with, or interested in, Williamson County's housing and community development needs.

Project funding was presented to the Williamson County Commissioners' Court on July 1, 2025.

A public hearing was held on July 16, 2025.

The FY25 Annual Action Plan was made available for public comment July 3, 2025-August 4, 2025.

All notices were posted in local newspaper and on the Williamson County website.

### Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Williamson County encourages public communication and agency consultation to demonstrate its commitment to identifying priority needs and engaging the participation of citizens, public agencies, and nonprofit organizations in a positive and collaborative manner. A list of stakeholders and affordable housing providers was developed and included public agencies and private nonprofit organizations whose missions include the provision of affordable housing and human services to low- and moderate-income households and persons. These stakeholders were invited to participate in public hearings held for the purpose of developing the Annual Action Plan.

The County is supporting Bluebonnet Rapid Rehousing with ESG funding. This entails also working with local agencies and the Texas Homeless Network to develop a Homeless Management Information System (HMIS).

Williamson County is a member of the Williamson County Homeless Coalition. The group meets with other local non-profits and social service agencies to discuss the needs of homeless and those at-risk of becoming homeless. The goals of this group are to form a homeless coalition and attempt to find resources to fill the gaps within the community regarding homeless and at-risk homeless. Agencies

include food pantries, mental health agencies, neighboring local units of government, housing agencies, local and neighboring housing authorities, local not for profit health clinics, and Texas Homeless Network staff. The coalition also assists in the point in time count to identify needs and to secure additional funds needed.

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature on lead hazards to households who may be at risk of exposure.

Calls from residents regarding affordable housing options are directed to the local public housing authorities in Austin, Georgetown, Taylor, Granger and Round Rock. Those looking for assistance are also encouraged to contact the Capital Area Housing Finance Corporation to discuss affordable housing options and home buyers' assistance.

Williamson County has a community resources website that allows people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The Williamson County Community Resources website is designed to empower residents with information about resources in the area so that they can connect with available services. The site is www.wilco.org/communityresources.

At this time, the CDBG office does not directly coordinate with corrections programs and institutions. However, Bluebonnet MHMR coordinates with corrections programs and institutions in an effort to assist those who are experiencing a mental crisis. The program allows for mental health support in an effort to avoid incarceration.

All agency types are encouraged to participate in the Williamson County CDBG program.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Williamson County participates in the Balance of State Continuum of Care (BoS CoC). With the re-establishment of the Williamson County Homeless Coalition in 2019, service providers collaborate as they work with persons experiencing homelessness or who are at risk of experiencing homelessness participated in the process. Bluebonnet Community Services will utilize $185,910 in ESG funds toward Rapid Re-Housing Williamson County expects that similar initiatives will be funded in future years of the Con Plan. The County is also working with the Texas Homeless Network to develop a HMIS system to assist in tracking residents experiencing homelessness.

Emergency financial assistance is made available to Veterans who live in Williamson Count through the Veteran Services Office. Funding is provided through a Texas Veterans Commission grant and can be used for emergency assistance with rent/mortgage, burial services, utilities and food.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Williamson County accepted ESG for the second time in FY2025. The county has previously worked with the Texas Balance of State CoC (TX BoS CoC) in conducting the Point-In-Time Count for the area since 2020 through the WilCo Homeless Coalition. The County will continue cooperating with the TX BoS CoC to determine best practices for allocating ESG funds and develop written standards, policies, and procedures and in implementing HIMS.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | City of Cedar Park |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 2 | **Agency/Group/Organization** | City of Coupland |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 3 | **Agency/Group/Organization** | City of Georgetown |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Non-Homeless Special Needs<br>Housing Rehab and Affordable Housing |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |

| | | |
|---|---|---|
| 4 | **Agency/Group/Organization** | CITY OF GRANGER |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Water/Wastewater Infrastructure |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 5 | **Agency/Group/Organization** | City of Hutto |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 6 | **Agency/Group/Organization** | City of Jarrell |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Water/Wastewater Infrastructure Projects |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 7 | **Agency/Group/Organization** | City of Leander |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 8 | **Agency/Group/Organization** | City of Liberty Hill |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Typically Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 9 | **Agency/Group/Organization** | City of Taylor |
| | **Agency/Group/Organization Type** | Other government - Local |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs<br>Water/Wastewater Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 10 | **Agency/Group/Organization** | City of Weir |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Water/Wastewater Infrastructure Projects |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. While the city does not receive CDBG funds, Weir could potentially apply for projects that could positively impact low-mod income residents. Projects could include any eligible project that is listed as a high priority for the County CDBG program. Discussions with Weir representatives include potential future projects and past projects, additional funding sources, and types of projects for the city. Communication with Weir included information of funding received in the past and potential future funds. |
| 11 | **Agency/Group/Organization** | Taylor Housing Authority |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Affordable Housing |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 12 | **Agency/Group/Organization** | Granger Housing Authority |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Affordable Housing and Rehab |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 13 | **Agency/Group/Organization** | Georgetown Housing Authority |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Affordable Housing and Rehab |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |

| | | |
|---|---|---|
| 14 | **Agency/Group/Organization** | WILLIAMSON COUNTY CRISIS CENTER DBA HOPE ALLIANCE |
| | **Agency/Group/Organization Type** | Services-Victims of Domestic Violence |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Families with children<br>Assistance to victims of domestic violence |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 15 | **Agency/Group/Organization** | Habitat for Humanity of Williamson County |
| | **Agency/Group/Organization Type** | Housing |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Affordable Housing and Rehab |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 16 | **Agency/Group/Organization** | BLUEBONNET TRAILS COMM. MHMR |
| | **Agency/Group/Organization Type** | Services - Housing<br>Services-homeless |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Services to homeless or near homeless individuals |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 17 | **Agency/Group/Organization** | Interagency Support Council of Eastern Williamson County |
| | **Agency/Group/Organization Type** | Mental Health |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Mental Health |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 18 | **Agency/Group/Organization** | Williamson County Commissioners Court |
| | **Agency/Group/Organization Type** | Other government - County |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs<br>HOPWA Strategy<br>Market Analysis<br>Economic Development<br>Anti-poverty Strategy<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 19 | **Agency/Group/Organization** | Blackshear/O.L. Price Ex-Student Association |
| | **Agency/Group/Organization Type** | Services-Education<br>Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Public Facilities |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 20 | **Agency/Group/Organization** | City of Round Rock |
| | **Agency/Group/Organization Type** | Other government - Local |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy<br>Non-Homeless Special Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 1, 2023 and July 11, 2023. Research via web. Continued outreach/networking. The CDBG office consults with the City of Round Rock on CDBG shared projects, potential projects, CDBG management and policies. The City of Round Rock receives a direct allocation from HUD. Consultation is to discuss shared projects, if applicable. |
| 21 | **Agency/Group/Organization** | Key2Free |
| | **Agency/Group/Organization Type** | Services-Victims of Domestic Violence<br>Services-homeless<br>Services-Health<br>Services-Education<br>Services-Employment<br>Services - Victims |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Assistance to victims of sex trafficking |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 22 | **Agency/Group/Organization** | Spectrum |
| | **Agency/Group/Organization Type** | Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide |

| | | |
|---|---|---|
| | **What section of the Plan was addressed by Consultation?** | Broadband Services |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Researched information regarding plans available to low income families and households in Williamson County. Plan name Spectrum Internet Assist is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance. |
| 23 | **Agency/Group/Organization** | AT&T |
| | **Agency/Group/Organization Type** | Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide |
| | **What section of the Plan was addressed by Consultation?** | Broadband Services |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Researched information regarding plans available to low income families and households in Williamson County. Plan name Access from AT&T is available to low income households. Information gathered can be shared with other organizations assisting low income families or households contacting the CDBG office for assistance. |
| 24 | **Agency/Group/Organization** | FEMA |
| | **Agency/Group/Organization Type** | Agency - Managing Flood Prone Areas |
| | **What section of the Plan was addressed by Consultation?** | Non-Homeless Special Needs<br>Environmental |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consult with FEMA regarding flood plain areas to ensure low income households and HUD funded projects are protected. Data collected from FEMA is used in determining projects and project eligibility. |
| 25 | **Agency/Group/Organization** | Williamson County Department of Infrastructure |
| | **Agency/Group/Organization Type** | Agency - Managing Flood Prone Areas<br>Agency - Management of Public Land or Water Resources |
| | **What section of the Plan was addressed by Consultation?** | Infrastructure Flood Management |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Consult with Department of Infrastructure to develop flood mapping and alleviation of flooding. Data acquired from the Department of Infrastructure allows the County to make informed decisions on project locations, eligibility and need. |
| 26 | **Agency/Group/Organization** | American Legion |
| | **Agency/Group/Organization Type** | Services-Veterans |
| | **What section of the Plan was addressed by Consultation?** | Public Facility |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 27 | **Agency/Group/Organization** | Helping Hands of Georgetown |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Food Pantry |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |

| | | |
|---|---|---|
| 28 | **Agency/Group/Organization** | Hutto Resource Center |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Services-Children<br>Services-Elderly Persons<br>Services-Persons with Disabilities<br>Services-Persons with HIV/AIDS<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Food Pantry |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 29 | **Agency/Group/Organization** | Operation Liberty Hill |
| | **Agency/Group/Organization Type** | Services - Housing<br>Neighborhood Organization |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |

| | | |
|---|---|---|
| 30 | **Agency/Group/Organization** | TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing<br>Service-Fair Housing<br>Other government - State |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Public Housing Needs<br>Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Needs - Unaccompanied youth<br>Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Access TDHCA for information to assist county residents who are struggling with meeting their housing needs. |
| 31 | **Agency/Group/Organization** | Samsung |
| | **Agency/Group/Organization Type** | Services - Broadband Internet Service Providers<br>Services - Narrowing the Digital Divide<br>Business Leaders |
| | **What section of the Plan was addressed by Consultation?** | Economic Development |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Williamson County has been working with Samsung in the new development located in eastern Williamson County. The development will provide economic opportunities and growth for the county. |
| 32 | **Agency/Group/Organization** | The Georgetown Project |
| | **Agency/Group/Organization Type** | Services-Housing |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Families with children |

| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 33 | **Agency/Group/Organization** | Salvation Army |
| | **Agency/Group/Organization Type** | Services-Childcare |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Families with children |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 34 | **Agency/Group/Organization** | Yesterday's Gone |
| | **Agency/Group/Organization Type** | Services-Housing |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Families with children |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| 35 | **Agency/Group/Organization** | Sycon |

| | | |
|---|---|---|
| | **Agency/Group/Organization Type** | Services-Housing |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Families with children |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Public Hearing was held on March 12, 2025. Research via web. Continued outreach/networking. Outreach and networking provide the opportunity for participating city to discuss potential CDBG funded projects or projects that align with CDBG priorities. Cities are encouraged to contact the CDBG office to discuss potential projects. Projects could include any eligible project that is listed as a high priority for the County CDBG program. |
| | | |

### Identify any Agency Types not consulted and provide rationale for not consulting

All entities were considered for consultation.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Central Texas Region units of government, including Williamson County | Barriers to affordable housing opportunities. |
| Point in Time Count/Balance of State | Texas Homeless Network | Coordinate with Texas Homeless Network via the Williamson County Homeless Coalition |

**Table 3 – Other local / regional / federal planning efforts**

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed. Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on March 12, 2025 to gather input regarding the CDBG program and potential projects. Four representatives attended the March 12 public hearing.

Four participants attended the March 12, 2025 public hearing. An overview of the CDBG program was discussed along with potential projects and funding.

During Commissioners Court on July 1, 2025, one comment was received that indicated the County should return the funding to the Federal Government. Another resident provided support for the American Legion projects, which are identified as alternate projects in the Action Plan.

No comments were received during the July 16, 2025 public hearing.

During the comment period (July 3-August 4, 2025), a meeting was held with Bluebonnet representatives to discuss additional funding to support the costs associated with the rapid rehousing program.

Participating cities and agencies are encouraged to submit applications to the Williamson County CDBG office for projects that meet the priorities and goals outlined in the Consolidated Plan. Project applications are determined via the use of comprehensive plans, public input and/or city staff/management. During the planning process, cities may hold public input meetings as well as post information for review by the public. County Commissioners receive input from constituents and discuss potential projects with the CDBG Administrator. The CDBG Administrator guides potential applicants in the application process and is available to meet to discuss processes, projects and funding.

## Citizen Participation Outreach

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Meeting | Non-targeted/broad community | Four representatives attended. | Discussion of CDBG program and potential funding. | No comments were not accepted. | |
| 2 | Newspaper Ad | Non-targeted/broad community | No comments received. | No comments received. | No comments received. | |
| 3 | Internet Outreach | Non-targeted/broad community | No comments received. | Discussion on project allocations. | No comments were not accepted. | |
| 4 | Public Meeting | Non-targeted/broad community | See Comments Above | See Comments Above | No comments were not accepted. | |

**Table 4 – Citizen Participation Outreach**

# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

Williamson County was awarded $2,200,130 in CDBG funds and $185,910 in ESG funds in FY25. The level of annual funding is expected to remain similar for the remainder of the Five Years.

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 2,200,130.00 | 0.00 | 0.00 | 2,200,130.00 | 8,800,520.00 | This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year. |

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| ESG | public - federal | Conversion and rehab for transitional housing<br>Financial Assistance<br>Overnight shelter<br>Rapid re-housing (rental assistance)<br>Rental Assistance<br>Services<br>Transitional housing | 185,910.00 | 0.00 | 0.00 | 185,910.00 | 743,640.00 | This is an estimated allocation based on historical allocations. The expected amount for the remainder of the Con Plan assumes the same allocation in each subsequent year. |

**Table 5 - Expected Resources – Priority Table**

## Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The nonprofit organizations funded have additional financial capacity through foundations and fundraising campaigns. Federal funds provide the organizations with the opportunity to expand their services to benefit more low- and moderate-income persons.

There are no federal or local matching requirements for the CDBG grant. However, the county encourages projects to provide match funds if available.

Match funds obtained from other federal, State, local or private sources:

- Georgetown Housing Authority Rehab $2,650,000
- Granger Wastewater $10,000
- Habitat for Humanity Home Repair $315,980
- The Georgetown Project $366,040
- Hope Alliance/Crisis Center $158,750
- Impact Counseling $30,000
- Key2Free $400,680
- Operation Liberty Hill $4100
- Taylor Annie Street Waterline $32,985

ESG funds do require a funding match. This will be accomplished by Bluebonnet through additional program funding.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Williamson County does not intend to utilize publicly owned land or property to address the needs identified in this plan.

# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Improve Public Facilities and Infrastructure | 2024 | 2028 | Non-Housing Community Development | City of Georgetown<br>City of Granger<br>City of Taylor | Public Facilities and Infrastructure Improvements | CDBG: $835,060.00 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 3320 Persons Assisted |
| **2** | Affordable Rental Housing | 2024 | 2028 | Affordable Housing | City of Georgetown | Decrease Homelessness | CDBG: $425,044.00 | Rental units rehabilitated: 158 Household Housing Unit |
| **3** | Housing Rehabilitation | 2024 | 2028 | Affordable Housing | CDBG Participating Cities + Unincorporated Areas of County | Decrease Homelessness | CDBG: $250,000.00 | Homeowner Housing Rehabilitated: 40 Household Housing Unit |
| **4** | Services to Homeless and At-Risk of Homelessness | 2024 | 2028 | Homeless | CDBG Participating Cities + Unincorporated Areas of County | Decrease Homelessness | CDBG: $190,000.00 | Homeless Person Overnight Shelter: 404 Persons Assisted |
| **5** | Provide Public Services | 2024 | 2028 | Non-Housing Community Development | CDBG Participating Cities + Unincorporated Areas of County | Public Services | CDBG: $60,000.00 | Public service activities other than Low/Moderate Income Housing Benefit: 88 Persons Assisted |

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **6** | Planning, Administration, and Fair Housing | 2024 | 2028 | Admin and Planning | Countywide | Planning and Administration and Fair Housing | CDBG: $440,026.00 | Other: 1 Other |
| **7** | ESG Rapid Rehousing | 2024 | 2026 | Homeless | CDBG Participating Cities + Unincorporated Areas of County | Decrease Homelessness | ESG: $185,910.00 | |

**Table 6 – Goals Summary**

## Goal Descriptions

| | | |
|---|---|---|
| **1** | **Goal Name** | Improve Public Facilities and Infrastructure |
| | **Goal Description** | Georgetown Pine Street Drainage $250,000<br>770 People<br><br>Granger Wastewater $457,060<br>1095 People<br><br>Taylor Annie Street Waterline $128,000<br>1455 People |

| | | |
|---|---|---|
| **2** | **Goal Name** | Affordable Rental Housing |
| | **Goal Description** | Georgetown Housing Authority $425,044<br>158 Households |
| **3** | **Goal Name** | Housing Rehabilitation |
| | **Goal Description** | Habitat for Humanity Home Repair $250,000<br>40 Households |
| **4** | **Goal Name** | Services to Homeless and At-Risk of Homelessness |
| | **Goal Description** | Georgetown Project $50,000<br>250 People<br><br>Crisis Center $50,000<br>60 People<br><br>Key2Free $50,000<br>10 People<br><br>Operation Liberty Hill $20,000<br>50 People<br><br>Yesterday's Gone $20,000<br>34 People |

| | | |
|---|---|---|
| **5** | **Goal Name** | Provide Public Services |
| | **Goal Description** | Impact Counseling Services $60,000<br>88 People |
| **6** | **Goal Name** | Planning, Administration, and Fair Housing |
| | **Goal Description** | Planning and Administration $440,026 |
| **7** | **Goal Name** | ESG Rapid Rehousing |
| | **Goal Description** | Bluebonnet Rapid Rehousing estimated 75 people<br>ESG $185,910 |

# Projects

## AP-35 Projects – 91.220(d)

### Introduction

The following table provides the names of the projects funded for FY 2025 utilizing CDBG funds. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Please refer to the Appendix for a list and description of alternate projects.

Williamson County was awarded:

$2,200,130 CDBG

$185,910 ESG

**Projects**

| # | Project Name |
|---|---|
| 1 | Georgetown Housing Authority Rehab Project |
| 2 | City of Granger Wastewater |
| 3 | Habitat for Humanity of Williamson County Home Repair Program |
| 4 | Williamson County Crisis Center dba Hope Alliance/Social Service to Victims of Domestic Violence |
| 5 | Impact Counseling Services/Social Service |
| 6 | Operation Liberty Hill/ Social Service Homeless Emergency Shelter |
| 7 | City of Taylor Water Line Improvements |
| 8 | Yesterday's Gone/Social Service to Victims of Domestic Violence |
| 9 | ESG 2024 |
| 10 | CDBG Program Administration |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the County. The County encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage

the limited amount of CDBG funds available.

Project descriptions and specific allocations are found in the appendices of this document.

## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| **1** | **Project Name** | Georgetown Housing Authority Rehab Project |
| | **Target Area** | City of Georgetown |
| | **Goals Supported** | Housing Rehabilitation |
| | **Needs Addressed** | |
| | **Funding** | CDBG: $650,000.00 |
| | **Description** | Electrical upgrades to Stonehaven, Georgetown Housing Authority's only public housing property. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 158 Low Income Households |
| | **Location Description** | Georgetown Housing Authority |
| | **Planned Activities** | Exterior Upgrade - Addressing the deteriorated wood on fascia boards, trim, soffits, wood siding, privacy entries, wood fencing, and painting exterior surfaces to upgrade the exterior at Georgetown Public Housing, 158 units.<br>Electrical Upgrade - Rehabilitate the electrical system and equipment in 52 residential dwellings to include asbestos abatement. |
| **2** | **Project Name** | City of Granger Wastewater |
| | **Target Area** | City of Granger |
| | **Goals Supported** | Improve Public Facilities and Infrastructure |
| | **Needs Addressed** | Public Facilities and Infrastructure Improvements |
| | **Funding** | CDBG: $457,060.00 |
| | **Description** | Wastewater lines. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Area benefit 1095 people, 70.8% low mod. |
| | **Location Description** | Granger TX |

| | | |
|---|---|---|
| | **Planned Activities** | Address persistent flooding challenges in the 1400 block of Pine Street and neighboring properties by funding the construction of a curb and gutter along the south side of NW 14th Street, regrading, installing an inlet and storm drain pipe to an existing channel adjacent to the railroad tracks, constructing a flume behind the curb, and replacing a gravel driveway across Pine Street with a concrete driveway approach and a trench drain to convey stormwater. |
| **3** | **Project Name** | Habitat for Humanity of Williamson County Home Repair Program |
| | **Target Area** | CDBG Participating Cities + Unincorporated Areas of County |
| | **Goals Supported** | Housing Rehabilitation |
| | **Needs Addressed** | Increase Access to Affordable Housing |
| | **Funding** | CDBG: $250,000.00 |
| | **Description** | Home repairs within CDBG participating cities or unincorporated Williamson County. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Estimated 40 income qualified households assisted. |
| | **Location Description** | Participating cities and unincorporated areas of the county. |
| | **Planned Activities** | Housing rehab. |
| **4** | **Project Name** | Williamson County Crisis Center dba Hope Alliance/Social Service to Victims of Domestic Violence |
| | **Target Area** | CDBG Participating Cities + Unincorporated Areas of County |
| | **Goals Supported** | Services to Homeless and At-Risk of Homelessness |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $50,000.00 |
| | **Description** | Support and intervention services. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 60 victims of domestic violence. |
| | **Location Description** | Participating cities and unincorporated areas of the county. |

| | | |
|---|---|---|
| | **Planned Activities** | Hope Alliance is requesting funds to provide lifesaving support and intervention services in Williamson County. Assistance to victims of family and sexual violence in breaking the cycles of abuse through individualized, trauma-informed, and hope-centered direct services. Services, offered at no cost, include Hotline Assistance, Crisis Chat, Crisis Intervention, Intake, Safety Planning, Court Accompaniment, Hospital Accompaniment,<br><br>Law Enforcement Accompaniment, Legal Assistance, Peer Support, Adult Counseling, Child Counseling, Family Counseling, Support Groups, Therapeutic Group, Community Education, Expert Witness Testimony, and Nights of Safety, which provide food, clothing, toiletries, and transportation. |
| **5** | **Project Name** | Impact Counseling Services/Social Service |
| | **Target Area** | Countywide |
| | **Goals Supported** | Provide Public Services |
| | **Needs Addressed** | Public Services |
| | **Funding** | CDBG: $60,000.00 |
| | **Description** | Counseling and social services to students, families, and school staff. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 88 income qualified people. |
| | **Location Description** | Eastern Williamson County |
| | **Planned Activities** | To provide access to mental health services to students, families, and school staff during the school day. Students, families, and school staff will have access to licensed mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services. This is at no cost to the students, families, and staff. |
| **6** | **Project Name** | Operation Liberty Hill/ Social Service Homeless Emergency Shelter |
| | **Target Area** | City of Liberty Hill |
| | **Goals Supported** | Services to Homeless and At-Risk of Homelessness |
| | **Needs Addressed** | Decrease Homelessness |
| | **Funding** | CDBG: $20,000.00 |

| | | |
|---|---|---|
| | **Description** | Temporary housing in the event of extreme weather. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 50 homeless individuals |
| | **Location Description** | Liberty Hill TX |
| | **Planned Activities** | Temporarily house in local hotels (1-2 weeks depending on the situation) when the weather is extremely cold or extremely hot; for people living in a place not meant for human habitation; for people coming out of an emergency shelter; for people who need transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters; for people who had been in any of the previous three places but is spending 30 days or less in a hospital or other institution; for people who are being evicted within a week from a private residence and they have nowhere else to go nor the resources or support to get housed; for people who are being discharged from an institution where they resided for more than 30 consecutive days and have nowhere else to go nor the resources or support to get housed; and, people fleeing a domestic violence situation with nowhere else to go nor the resources or support to get housed. |
| **7** | **Project Name** | City of Taylor Water Line Improvements |
| | **Target Area** | City of Taylor |
| | **Goals Supported** | Improve Public Facilities and Infrastructure |
| | **Needs Addressed** | Public Facilities and Infrastructure Improvements |
| | **Funding** | CDBG: $128,000.00 |
| | **Description** | Water line improvements. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | Area benefit, 1455 people |
| | **Location Description** | Taylor TX |

| | | |
|---|---|---|
| | **Planned Activities** | Water improvements to replace existing undersized 2-inch water mains, which do not meet current standards. These mains break often and require frequent repairs. The new waterline will be approximately 910 linear feet (LF) of 8-inch water line on Annie Street between 7th Street and 4th Street. |
| **8** | **Project Name** | Yesterday's Gone/Social Service to Victims of Domestic Violence |
| | **Target Area** | CDBG Participating Cities + Unincorporated Areas of County |
| | **Goals Supported** | Services to Homeless and At-Risk of Homelessness |
| | **Needs Addressed** | Decrease Homelessness |
| | **Funding** | CDBG: $20,000.00 |
| | **Description** | Services for survivors of domestic violence. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | 34 victims of domestic violence |
| | **Location Description** | Participating cities and unincorporated areas of the county. |
| | **Planned Activities** | To provide medical and counseling support to abused and neglected victims of domestic violence in Williamson County, Texas. Specifically, CBDG funds are requested to provide Williamson County domestic violence victims – women and their children - with intake services, emergency counseling services including transportation to appointments, coaching, and referral coordination. |
| **9** | **Project Name** | ESG 2024 |
| | **Target Area** | CDBG Participating Cities + Unincorporated Areas of County |
| | **Goals Supported** | ESG Rapid Rehousing |
| | **Needs Addressed** | Decrease Homelessness |
| | **Funding** | CDBG: $185,910.00 |
| | **Description** | Assistance to shelters and/or service providers to assist homeless individuals and families. |
| | **Target Date** | 9/30/2026 |

| | | |
|---|---|---|
| | **Estimate the number and type of families that will benefit from the proposed activities** | 75 Homeless county residents |
| | **Location Description** | Participating cities and unincorporated areas of the county |
| | **Planned Activities** | Rapid Rehousing |
| **10** | **Project Name** | CDBG Program Administration |
| | **Target Area** | Countywide |
| | **Goals Supported** | Planning, Administration, and Fair Housing |
| | **Needs Addressed** | Planning and Administration and Fair Housing |
| | **Funding** | CDBG: $440,026.00 |
| | **Description** | Program administration. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | |
| | **Location Description** | Countywide |
| | **Planned Activities** | Planning and administration |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Priority CDBG funding areas in Williamson County include areas where the percentage of low to moderate income (LMI) persons is 51% or higher. Note that previously, Williamson County was an exception community but no longer has this status as of 2023. Within Williamson County, 44.1% of the population is considered non-White according to the 2022 American Community Survey. A "concentrated" minority area will be defined as any census tract in which at least 50% of the population is non-White or White Hispanic. There are 42 census tracts that meet this criteria and will be included in the Appendix.

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| City of Jarrell | |
| Countywide | 20 |
| City of Leander | |
| City of Georgetown | 32.95 |
| City of Cedar Park | |
| City of Coupland | |
| City of Granger | 20.77 |
| City of Hutto | |
| City of Liberty Hill | .9 |
| City of Taylor | 5.8 |
| City of Weir | |
| CDBG Participating Cities + Unincorporated Areas of County | 19.5 |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

Williamson County will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons and households. In FY25, Williamson County will use CDBG funds throughout the jurisdiction to serve low and moderate-income persons and households. The county does not prioritize allocations geographically, but rather based on need.  All projects either serve low-mod income individuals,

households or areas based on census tract data or survey.

See project descriptions for specific allocations per project.

Williamson County does not have identified designated target areas for the FY23 Action Plan.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

The county will use FY25 CDBG funds to assist with the Habitat for Humanity Home Repair program that allow low and very low income residents to remain in their homes, therefore preventing potential homelessness. Estimated 40 income qualified households.

The Taylor Housing Authority also administers a 3 year voucher program for 18-24 year olds who are leaving the foster care system.

Projects to be funded as follows:

Habitat Home Repair $250,000

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 40 |
| Special-Needs | 0 |
| Total | 40 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 40 |
| Acquisition of Existing Units | 0 |
| Total | 40 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

Project outcomes are as follows:

Habitat Home Repair 40 households

## AP-60 Public Housing – 91.220(h)

### Actions planned during the next year to address the needs to public housing

During FY 2025, Williamson County will fund the following:

- Funding to Georgetown Housing Authority to rehab low income housing units. Approximately 52 dwellings.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

Georgetown Housing Authority (GHA) offers various services to residents in an effort to improve their living environment. Services include classes and activities for families such as nutrition and health classes; exercise groups; medical, hearing and prescription medicine screenings; defensive driving; financial literacy as well as classes about protection from identity fraud/theft. Computer labs and tutors are available to residents for job search activities, resume building, and personal use.

GHA offers the Family Self-Sufficiency (FSS) Program, a HUD program that encourages communities to develop local strategies to help families obtain employment that will lead to economic independence and self-sufficiency. In partnership with welfare agencies, schools, businesses, and other local partners, GHA has developed a comprehensive program that gives participating FSS family members the skills and experience to assist them in obtaining employment that pays a living wage and focus on self-sufficiency.

The Resident Opportunities and Self-Sufficiency (ROSS) program is another essential service provided through GHA. This program allows residents to receive one-on-one assistance and support from a ROSS Coordinator to identify goals and current needs and to find free or low-cost resources to assist residents in achieving their goals.

The Taylor Housing Authority was awarded $100,000 in FY16 CDBG funds for their Home Ownership Program to assist income eligible families with purchasing a home. The down payment assistance available to families was increased in an effort to make home purchases affordable to income qualified households. Remaining funding has been reallocated to a home repair program. The County is currently working with administration to complete this program.

The County has also provided CDBG funding to both the Granger and Georgetown Housing Authorities for housing improvements. While these projects don't directly affect homeownership, they do provide needed support to residents.

The Community Development office participates in the Williamson County Homeless Coalition. The coalition meets to discuss housing options and funding. Representatives from multiple agencies

participate in the meetings including, but not limited to the Round Rock Housing Authority, Georgetown Housing Authority and Taylor Housing Authority.

The Housing Authorities have resident representatives on the board for representation and to encourage residents to become more involved in management.

The County supports all efforts of the Housing Authorities to encourage home ownership and management.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

None of the PHAs in Williamson County are designated as troubled.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The following section outlines Williamson County's goals and actions for the year in ending homelessness.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The WilCo Homeless Coalition was established in 2019 to create a collaborative approach to planning and funding services related to homelessness. The coalition represents the county in the Texas Homeless Network, the host agency for the Texas Balance of State Continuum of Care. While outreach is not funded in FY 2025, participating homeless service providers in the coalition will continue to conduct outreach activities, including Point-In-Time counts, awareness campaigns, surveys, and local assessments.

Williamson County is also working with the Texas Homeless Network in implementing a HMIS to track and provide services to those experiencing homelessness.

### Addressing the emergency shelter and transitional housing needs of homeless persons

Operation Liberty Hill is expected to provide emergency shelter for a period of 1-2 weeks for 50 people in FY 2025. Use of the emergency shelter includes a number of situations, such as:

- Extreme weather events
- Living in a place not meant for human habitation
- Exit from emergency shelter
- A need transitional or supportive housing
- Discharge from a hospital or other institution without housing
- Eviction
- Fleeing domestic violence

The Georgetown Project will support homeless, unaccompanied and at risk students with variety of potential needs.

The Williamson County Crisis Center and Yesterday's gone will provide services to victims of domestic

violence. Key2Free will provide services to victims of human trafficking.

Additionally, Bluebonnet Trails Community Services (BTCS) will provide Rapid Re-Housing through behavioral, medical, housing and employment support along with care coordination through the BTCS Diversion Center in Georgetown connecting persons with appropriate supports in the community. The BTCS crisis respite program offers temporary residential care for persons recovering from mental illness in need of housing. A a partnership with Pecan Gardens, the newest program in Williamson County, will provide housing for individuals exiting homelessness.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

There is a need for additional housing and shelter for homeless persons and persons at-risk of homelessness, especially for families and survivors of domestic violence. In FY 2025, the following agencies will address these needs:

- The Georgetown Project $50,000
- Williamson County Crisis Center $50,000
- Key2Free $50,000
- Operation Liberty Hill $20,000
- Yesterday's Gone $20,000

Bluebonnet Trails Community Services will use $185,910 in ESG funds for rapid re-housing.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

Impact Counseling Services will provide mental health services at no cost to students, families and school staff during the school day at no cost. Hope Alliance will provide support and intervention services for victims of domestic violence. Similarly, Yesterday's Gone will provide medical and counseling support to survivors of domestic violence throughout the county. Services include intake services, emergency counseling services including transportation to appointments, coaching, and referral

coordination.  The Georgetown Project will provide services to homeless, unaccompanied and at risk high school students.

## AP-75 Barriers to affordable housing – 91.220(j)

**Introduction:**

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Habitat for Humanity (Habitat) is the only nonprofit housing developer in Williamson County. Habitat must look for low-cost land as high taxes and insurance make much of the land cost prohibitive. Even with Homestead caps, valuations are increasing and hurting mortgage affordability while low-cost land is increasingly difficult to find.

As stated in the 2019 Analysis of Impediments to Fair Housing Choice, “the State of Texas grants authority to municipalities to create zone districts and regulate land development in those zone districts. This includes setbacks, lot coverage, building height, and density. However zoning powers are not granted to counties, with a few exceptions for specific listed areas of counties in specific areas of the state.” As such, Williamson County has limited power to guide development but will continue to encourage inclusive ordinances and initiatives within the county’s authority and within municipalities throughout the county. Additionally, the County is looking to alleviate barriers to affordable housing by funding activities that serve to reduce cost burden such as housing rehabilitation, home repair programs, and rental and utility assistance for low- to moderate-income households.

## AP-85 Other Actions – 91.220(k)

### Introduction:

### Actions planned to address obstacles to meeting underserved needs

The primary impediment to Williamson County's ability to meet underserved needs is limited availability of funding to address identified priorities; the need exceeds the availability of resources. The County will continue to seek public and private resources to leverage its entitlement funds in assisting with implementation of policies and programs. By making mental health services more accessible, the county hopes to alleviate cost burdens on poverty-level families.

### Actions planned to foster and maintain affordable housing

Williamson County is committed to fostering and maintaining affordable housing. In FY 2025, Williamson County has committed CDBG funds for home repairs to Habitat for Humanity to assist 40 income-eligible homeowners in the county ($250,000). Additionally, rehabilitation and improvements will be made in public housing units in Georgetown ($425,044).

### Actions planned to reduce lead-based paint hazards

Williamson County will continue to support the efforts of the Williamson County and Cities Health Districts to address lead based paint (LBP) hazards. The County will also continue to notify CDBG sub-recipients of LBP requirements and ensure compliance with CDBG requirements.

Williamson County's CDBG policies and procedures comply with the federal lead-based paint regulations at 24 CFR Part 35.

In accordance with lead-based paint requirements, the County will incorporate the following factors to refine and narrow the communities that are at highest risk with lead-based paint hazards as related to housing rehabilitation activities:

- Age of housing (pre-1978 housing units)
- Condition of housing
- Tenure and poverty levels
- Presence of young children
- Presence of lead poisoning cases

All contractors, sub-recipients, and other community partners are advised of the lead-based paint regulations. Additionally, the County's CDBG Office will continue to distribute information and literature

on lead hazards to households who may be at risk of exposure.

### Actions planned to reduce the number of poverty-level families

Impact Counseling Services is expected to assist 88 students, families, and school staff in need of mental health services at no cost. Beneficiaries will have access to mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services.

### Actions planned to develop institutional structure

Because Williamson County has relationships with public housing authorities and agencies such as Habitat for Humanity and Hope Alliance, there are opportunities for continued dialogue and support for advancement of institutional structure. Additionally, as a sub-recipient of CDBG funds, the receiving entities must maintain a high level of reporting which requires a strong institutional structure. Williamson County will provide technical assistance as needed to ensure that sub-recipients are in compliance with CDBG regulations.

### Actions planned to enhance coordination between public and private housing and social service agencies

Williamson County will continue to support and encourage efforts of the four public housing authorities and agencies such as Habitat for Humanity to collaborate to increase and preserve the number of affordable housing units. Williamson County will also encourage public housing authorities to offer services to residents in financial literacy and planning and to encourage residents to participate in programs designed to increase self-sufficiency.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

**Introduction:**

### Community Development Block Grant Program (CDBG)
### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

### Other CDBG Requirements

| | |
|---|---|
| 1. The amount of urgent need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

**Community Development Block Grant FY25**
**Allocation $2,200,130**

**Georgetown Pine Street Drainage**
Address persistent flooding challenges in the 1400 block of Pine Street and neighboring properties by funding the construction of a curb and gutter along the south side of NW 14th Street, regrading, installing an inlet and storm drain pipe to an existing channel adjacent to the railroad tracks, constructing a flume behind the curb, and replacing a gravel driveway across Pine Street with a concrete driveway approach and a trench drain to convey stormwater.
**Percentage of Funding:** 11.36%
**Estimated Funding for FY25:** $250,000
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Improve Public Infrastructure
**Goal Outcome Indicator:** 770 People

**Georgetown Housing Authority Rehab**
Exterior Upgrade - Addressing the deteriorated wood on fascia boards, trim, soffits, wood siding, privacy entries, wood fencing, and painting exterior surfaces to upgrade the exterior at Georgetown Public Housing, 158 units.
Electrical Upgrade - Rehabilitate the electrical system and equipment in 52 residential dwellings to include asbestos abatement.
**Percentage of Funding:** 19.32%
**Estimated Funding for FY25:** $425,044
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 158 Households

**City of Granger Wastewater**
Construction of 2,400 feet of 12-inch PVC wastewater line from Colorado St. to Plumb St, including manholes and connections to existing wastewater lines.
**Percentage of Funding:** 20.77%
**Estimated Funding for FY25:** $457,060
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Granger
**Priority Needs Addressed:** Improve Infrastructure
**Goal Outcome Indicator:** 1095 People

**Habitat for Humanity of Williamson County Home Repair Program**
Project will assist approximately 40 eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety.
**Percentage of Funding:** 11.36%
**Estimated Funding for FY25:** $250,000
**Annual Goals:** Increase Access to Affordable Housing
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Housing Rehabilitation
**Goal Outcome Indicator:** 40 Households

**The Georgetown Project/Social Service Homelessness**
Provide services to support homeless, unaccompanied, and at-risk high school students in grades 9-12 with a safe, trauma-informed space where students can access basic needs, build critical life and employment skills, and stabilize to plan for the future.
**Percentage of Funding:** 2.27%
**Estimated Funding for FY25:** $50,000
**Annual Goals:** Social Service Homeless
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Decrease Homelessness
**Goal Outcome Indicator:** 250

**Williamson County Crisis Center dba Hope Alliance/Social Service to Victims of Domestic Violence**
Hope Alliance is requesting funds to provide lifesaving support and intervention services in Williamson County. Assistance to victims of family and sexual violence in breaking the cycles of abuse through individualized, trauma-informed, and hope-centered direct services. Services, offered at no cost, include Hotline Assistance, Crisis Chat, Crisis Intervention, Intake, Safety Planning, Court Accompaniment, Hospital Accompaniment, Law Enforcement Accompaniment, Legal Assistance, Peer Support, Adult Counseling, Child Counseling, Family Counseling, Support Groups, Therapeutic Group, Community Education, Expert Witness Testimony, and Nights of Safety, which provide food, clothing, toiletries, and transportation.
**Percentage of Funding:** 2.27%
**Estimated Funding for FY25:** $50,000
**Annual Goals:** Public Services/Domestic Violence Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Domestic Violence Services
**Goal Outcome Indicator:** 60 People

**Impact Counseling Services/Social Service Mental Health**
To provide access to mental health services to students, families, and school staff during the school day. Students, families, and school staff will have access to licensed mental health professionals to support with individual, group, and family counseling services, crisis support, case management, and psychiatry services. This is at no cost to the students, families, and staff.
**Percentage of Funding:** 2.7%
**Estimated Funding for FY25:** $60,000
**Annual Goals:** Public Services/Health and Mental Health Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Health and Mental Health Services
**Goal Outcome Indicator:** 88 People

**Key2Free/Social Service Medical Services**
Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking.
**Percentage of Funding:** 2.27%
**Estimated Funding for FY25:** $50,000
**Annual Goals:** Public Services/Health and Mental Health Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Health and Mental Health Services
**Goal Outcome Indicator:** 10 People

**Operation Liberty Hill/ Social Service Homeless Emergency Shelter**
Temporarily house in local hotels (1-2 weeks depending on the situation) when the weather is extremely cold or extremely hot; for people living in a place not meant for human habitation; for people coming out of an emergency shelter; for people who need transitional or supportive housing for homeless persons who originally came from the streets or emergency shelters; for people who had been in any of the previous three places but is spending 30 days or less in a hospital or other institution; for people who are being evicted within a week from a private residence and they have nowhere else to go nor the resources or support to get housed; for people who are being discharged from an institution where they resided for more than 30 consecutive days and have nowhere else to go nor the resources or support to get housed; and, people fleeing a domestic violence situation with nowhere else to go nor the resources or support to get housed.
**Percentage of Funding:** 0.9%
**Estimated Funding for FY25:** $20,000
**Annual Goals:** Public Services/Emergency Shelter
**Target Areas:** City of Liberty Hill
**Priority Needs Addressed:** Emergency Shelter
**Goal Outcome Indicator:** 50 people

**City of Taylor Annie Street Waterline**
Water improvements to replace existing undersized 2-inch water mains, which do not meet current standards. These mains break often and require frequent repairs. The new waterline will be approximately 910 linear feet (LF) of 8-inch water line on Annie Street between 7th Street and 4th Street.
**Percentage of Funding:** 5.8%
**Estimated Funding for FY25:** $128,000
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Taylor
**Priority Needs Addressed:** Improve Infrastructure
**Goal Outcome Indicator:** 1455 people

**Yesterday's Gone/Social Service to Victims of Domestic Violence**
To provide medical and counseling support to abused and neglected victims of domestic violence in Williamson County, Texas. Specifically, CBDG funds are requested to provide Williamson County domestic violence victims – women and their children - with intake services, emergency counseling services including transportation to appointments, coaching, and referral coordination.
**Percentage of Funding:** 0.9%
**Estimated Funding for FY25:** $20,000
**Annual Goals:** Public Services/Domestic Violence Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Domestic Violence Services
**Goal Outcome Indicator:** 34 People

**Program Administration**
**Percentage of Funding:** 20%
**Estimated Funding for FY25:** $440,026

**Alternate Project**
**FY25 CDBG Funding**

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

- the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
- the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

**Alternate Projects**

**American Legion Facility Rehab**
Renovation of American Legion Post 39 in Taylor TX to include structural updates, modernization of amenities, roofing, electrical and aesthetic improvements. The facility is located Murphy Park
**Funding Requested:** $750,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Taylor
**Priority Needs Addressed:** Improve Public Facilities
**Goal Outcome Indicator:** 7500

**City of Georgetown Lakeway Drive Sidewalk Improvements**
Improvements along Lakeway Drive through new sidewalks, repairing existing sidewalks, and new ramps for accessibility.
**Funding Requested:** $410,000
**Estimated Funding for FY25:** $0
Public Facilities and Infrastructure Improvements
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Improve Public Facilities/Infrastructure
**Goal Outcome Indicator:** 4340 People

**City of Georgetown Pine and Hogg Street Drainage Improvements**
Constructing a drainage path to convey Stormwater on Hogg Street, minor street regrading, and installing a concrete flume. On Pine Street, this includes regrading, installing a sawtooth curb and flume, and another flume that will remove stormwater from the street to be conveyed to the West Fork of the Smith Branch channel.
**Funding Requested:** $200,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Improve Public Facilities/Infrastructure
**Goal Outcome Indicator:** 770 people

**Post 302 The American Legion**
Funding is needed for the cost of donated items, transportation costs, rental storage and distribution space, and administration cost for the Veterans program.
**Funding Requested:** $15,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Service
**Target Areas:** Eastern Williamson County
**Priority Needs Addressed:** Services provided to Veterans

**Bluebonnet Trails Community Services**
Staffing to expand the Housing and Prevention of Homelessness program. The program provides an array of wraparound supportive services to identified Williamson County residents to reduce homelessness and increase housing sustainability. Services include peer support and case management as well as collaboration with local law enforcement and non-profit organizations to receive referrals and coordinate housing.
**Funding Requested:** $327,600
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Service
**Target Areas:** Williamson County
**Priority Needs Addressed:** Homeless Prevention
**Goal Outcome Indicator:** 25 people

**Salvation Army Child Care Voucher/Social Service**
Provide child care vouchers for income qualified families or individuals.
**Funding Requested:** $160,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Services/Childcare Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Childcare Services
**Goal Outcome Indicator:** 75 People

**Williamson County CRCG/ Social Service Non-homeless Special Needs**
Program to support the Williamson County Community Resource Coordination Groups (CRCGs), which is a county-based group of local partners and community members that work with parents, caregivers, youth and adults to identify and coordinate services and supports, including behavioral health, basic needs, and caregiver support. They help people whose needs can't be met by one single agency and who would benefit from interagency coordination.
**Funding Requested:** $10,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Services/Non-homeless Special Needs
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Non-homeless Special Needs
**Goal Outcome Indicator:** 50 people

**Yesterday's Gone/Social Service to Victims of Domestic Violence**
To provide housing supplies and essentials to Williamson County domestic violence victims – women (and their children) who are enrolled in the Yesterday's Gone transitional program. Funds will be used on allowable CDBG items such as housing supplies (office, school, recreational, housekeeping) and essentials such as towels, drinking glasses, dishes, eating utensils, cribs, and bedding.
Funding Requested: $28,080
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Services/Domestic Violence Services
**Target Areas:** CDBG Participating Cities and Unincorporated Areas of the County
**Priority Needs Addressed:** Domestic Violence Services
**Goal Outcome Indicator:** 16 People

**Sycon Housing**
Infrastructure for six new homes. Project will introduce accessible, single-story homes with five bedrooms, allowing multiple individuals or families to share housing at an affordable rate.
**Funding Requested:** $160,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Coupland
**Priority Needs Addressed:** Improve Public Facilities/Infrastructure
**Goal Outcome Indicator:** 35 people

**Projects that are Ineligible based on Location**

**City of Georgetown Haven Lane Improvements**

Project to assist in addressing flooding challenges at Haven Lane including constructing a new inlet that will convey stormwater to a new underground storm drain that will convey drainage swale to the north, and minor grading for the roadway.

**Funding Requested:** $425,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Georgetown
**Priority Needs Addressed:** Improve Public Facilities/Infrastructure

**Project does not meet required low-mod income requirement. Project is ineligible.**

**Jarrell Community Library and Resource Center**

Engineering, architecture, utilities, foundation work, and framing of the library structure.

**Funding Requested:** $1,000,000
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Jarrell
**Priority Needs Addressed:** Improve Public Facilities

**Project does not meet required low-mod income requirement. Project is ineligible.**

**City of Liberty Hill Main Street Streetscape**

Improve walkability from low-income areas to the entertainment district. Project will expand sidewalks, adding accessibility features, lighting, seating, and a safety landscape barrier to the section of Main Street that includes the downtown grocery market and Veterans Memorial Park. Project is walkable from downtown residences, the Over the Hill Gang senior center, Liberty Hill Elementary School, Noble Elementary School, the Liberty Hill Public Library, the Community Resource Center, and local parks and ball fields.

**Funding Requested:** $838,239
**Estimated Funding for FY25:** $0
**Annual Goals:** Public Facilities and Infrastructure Improvements
**Target Areas:** City of Liberty Hill
**Priority Needs Addressed:** Improve Public Facilities/Infrastructure
**Goal Outcome Indicator:** 6380 people

**Project does not meet required low-mod income requirement. Project is ineligible.**

**Emergency Solutions Grant FY25**
**Allocation $185,910**

**Bluebonnet Trails Community Services**
Rapid Rehousing Program.
**Estimated Funding for FY25:** $185,910

Community Development Block Grant
Past Performance as Reported in the 2023 CAPER

Jarrell Street Paving Project
Activity 145
Reconstruction of portions of N. 5th Street and W. Avenue A. The existing pavement will be replaced with a new pavement section for a total length of approximately 2,500 linear feet and include concrete ribbon curbs on both sides of the roads.
FY23: $503,833 (27% of allocation)
CDBG Funds Utilized to Date: $0
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

City of Granger Water System Improvements
Activity 134
Project to include the survey of water assets, modeling of water distribution system, and installation of 12-inch and 8-inch water lines. Locations within Granger to be determined. Project is underway. FY22: $96,000
FY23: $370,365 (20% of allocation)
CDBG Funds Utilized to Date: $168,810
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

City of Georgetown Home Repair Program
Activity 134
Project will assist approximately 23 eligible households who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Project is currently utilizing funds from previous years.
FY23: $150,000 (8% of allocation)
CDBG Funds Utilized to Date: $0
Income Qualified Households

Habitat for Humanity of Williamson County Home Repair Program
Activity 137
Project will assist approximately 22 eligible households who are in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners will meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Project assisted 20 income qualified households to date.
FY23: $180,000 (9% of allocation)
CDBG Funds Utilized to Date: $165,425.58
Income Qualified Households

City of Liberty Hill Sidewalks Project
Installation of sidewalks with associated drainage and ADA compliance activities along Fallwell St, Stubblefield Lane and Myrtle Lane completing a loop for safe nonmotorized travel for the citizens of Liberty Hill. The loop will continue the City's program of providing a walking system for the City. This loop will connect Main Street with the Food Truck Park and an apartment complex as well as a number of residents in the older area of town. City has requested funds be reallocated to another project. This process will be completed in 2025.
FY23: $429,435 (23% of allocation)
CDBG Funds Utilized to Date: $0 (funds to be reallocated)
Location To Be Determined

Helping Hands of Georgetown/Social Service Food Pantry
Activity 147
Food pantry services to qualified clients. Program is utilizing funds from previous year.
FY23: $25,000 (2% of allocation)
CDBG Funds Utilized to Date: $0
Limited Clientele, Location and Nature

Hutto Resource Center/ Social Service Food Pantry
Activity 142
Food pantry services to qualified clients. Program has served 3096 people with food.
FY23: $32,900 (2% of allocation)
CDBG Funds Utilized to Date: 12,552.25
Limited Clientele, Location and Nature

Operation Liberty Hill/ Social Service Homeless Emergency Shelter
Activity 144
Provide temporary housing in local motels for those experiencing homelessness during extreme weather. Thirty-three homeless individuals were assisted.
FY23: $14,540 (.01% of allocation)
CDBG Funds Utilized to Date: 12,153.98
Limited Clientele, Location and Nature

Program Administration
Activity 141
FY23: $138,579 (8% of allocation)
CDBG Funds Utilized to Date: $107,261.36

Previously Funded Project Information

Habitat for Humanity of Williamson County Home Repair Program
Activity 135
Project assisted 15 eligible households who were in need of home repairs within CDBG participating cities or the unincorporated areas of the County. Homeowners meet CDBG defined income qualifications. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Project is complete and is the last time it will be reported in a CAPER.
FY22: $150,000
CDBG Funds Utilized to Date: $150,000
Income Qualified Households

City of Georgetown Home Repair Program
Activity 140
Project will assist approximately twenty eligible households who are in need of home repairs within Georgetown city limits, including the San Jose and TRG neighborhoods. Homeowners will meet CDBG defined income qualifications. The program will be administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Program has assisted three income eligible households.
FY22: $150,000
CDBG Funds Utilized to Date: $64,343.51
Income Qualified Households

Helping Hands of Georgetown/Social Service Food Pantry
Activity 143
Food pantry services to qualified clients. Program is underway and has assisted 1051 clients with food services.
FY22: $30,000
CDBG Funds Utilized to Date: $26,333.78
Limited Clientele, Location and Nature

Key2Free/Social Service Medical Services
Activity 136
Medical, psychiatric, therapeutic, case management and rental assistance for victims of human trafficking. Thirty-six victims assisted.
FY22: $78,200
CDBG Funds Utilized to Date: $29,545.81
Limited Clientele

Impact Counseling Services/Social Service
Activity 138
Provide individual and group therapy, small and large group presentations, crises intervention, psychiatric care, medication monitoring and family therapy to participating schools in Eastern Williamson County. Funding will allow the program to maintain and potentially increase the number of clients served. Program under new management and is underway and has served 124 new clients.
FY22: $50,000
CDBG Funds Utilized to Date: $48,691
Limited Clientele

Georgetown Housing Authority
Activity 132
Project rehabilitated 52 units at Stonehaven Public Housing with required electrical upgrades. Including but not limited to, provide and install new meter bases, new meters, and new main disconnect switches at the service entry to each dwelling unit. Provide and install new copper ground wire and rod at each service to comply with current code. Upgrade any existing ungrounded circuits to three-wire grounded circuits. Extend larger service wiring from new meter base to the existing location of the load center (breaker panel) inside the unit. Provide and install a new 100-amp (or larger) load center in units where there is presently a 70-amp load center, complete with all new circuit breakers for existing circuits. Replace all switches and plugs. Install GFCI's. Replace riser pipes to meter cans. Install smoke detectors in bedrooms. Replacement of Exterior pad-mounted fused distribution panels. Upgrade the exterior pad-mounted fused distribution panels adjacent to pad-mounted transformers. In addition, some of the conduits entering the panels on pad-mounted transformers and into metering enclosures were observed to be corroded and exposes conductors to unauthorized personnel. The external metal service entrance conduits need to be grounded at the panels and conduit needs to be reworked. Improvements to HVAC system and removing gas heaters. This is the final time this project will be reported in a CAPER.
FY21: $330,000
FY22: $300,000
CDBG Funds Utilized to Date: $630,000
100% Low Mod
52 Extremely Low Income Households

Georgetown 21st Street Project
Activity 113
Design and construct a water and wastewater line for Shepherd's Village, a 12 unit condominium development of homes located at 502 W 21st Street, Georgetown to be sold to potential homeowner's earning between 60 to 80% of the Area Median Income. Infrastructure of site is complete. Habitat and Georgetown are working to complete and approve site development plan. Construction of six duplexes (12 units) to begin in January 2025 and take approximately three years to complete.
FY20: $97,000
FY22: $121,712
CDBG Funds Utilized to Date: $218,712
Income Qualified Households

Habitat for Humanity 21st Street Project
Activity 112
Accomplishments: Site development engineering and architectural design and construction documents for the development of 6-12 for sale workforce units developed at 502 W. 21st Street, Georgetown TX. . Infrastructure of site is complete. Habitat and Georgetown are working to complete and approve site development plan. Construction of six duplexes (12 units) to begin in January 2025 and take approximately three years to complete.
FY20 $133,500
CDBG Funds Utilized to Date: $133,500
Income Qualified Households

Granger Housing Authority Rehab
Electrical and furnace improvements to support central air conditioning installation. Project located at the Granger Housing Authority. Project bid was significantly over budget. Project will be rebid. Expected to be completed in 2025.
FY22: $121,330
CDBG Funds Utilized to Date: $0
100% Low Mod

Hutto Resource Center/Social Service Mortgage Assistance
The Hutto Resource Center will provide rental and mortgage assistance to those in need in Hutto or within the Hutto ISD attendance zone. Program assisted 15 clients with mortgage and rental assistance. This program is complete and is the last time it will be reported in a CAPER.
FY22: $50,000
CDBG Funds Utilized to Date: $50,000
Income Qualified Households

Jarrell Water System Improvements
Installation of up to 2,100 linear feet of 16-in PVC C900 water line, 4 fire hydrants, and 2 gate valves. The service area is residences along CR 305, bounded by CR 307 to the east and up to CR 396 to the west, including the Double Creek Estates subdivision and Jarrell Memorial Park in Jarrell TX. Project will combine funds with remaining funds from a completed CDBG project. Agreements will be executed in December 2024. Project expected to be completed in 2025.
FY22: $347,195
CDBG Funds Utilized to Date: $0
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

Program Administration
Activity 133
FY22: $218,000
CDBG Funds Utilized to Date: $218,000
Complete and final time activity will be reported in a CAPER

City of Georgetown Home Repair Program
Activity 124
Project assisted approximately 13 eligible homeowners who are in need of home repairs within Georgetown city limits. Homeowners will meet CDBG defined income qualifications. The program was administered by Habitat for Humanity of Williamson County. Home repairs can include, but are not limited to, roofing, siding, weatherization (windows), energy efficiency/conservation (plumbing, electrical), accessibility and/or safety. Project is complete and is the final time it will be reported in a CAPER.
FY21 $100,000
CDBG Funds Utilized to Date: $100,000
Income Qualified Households

Granger Colorado Street Wastewater Line Replacement
Activity 89
Replacement of existing 8 inch clay wastewater line with new PVC wastewater line and associated manholes. Project to include the repair of asphalt streets and concrete sidewalks and will take place on Colorado Street south of FM917 to East Mesquite, Colorado Street north of FM971 to East Ash, east on East Ash Street to North Alligator Road, north on Mustang Street from East Ash Street to before East Walnut. Engineering funded in 2018 is complete. Construction portion of the project was funded in 2021. This project is being combined with a larger ARPA funded project. Final environmental reviews and requirements are complete. Construction is underway and expected to be completed in 2025.
FY18 $55,400
FY21 $344,050
CDBG Funds Utilized to Date: $55,400
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 50.50%
Percent Minority: 39.51%

Jarrell Water System Improvements
Activity 127
Accomplishments: Installation of 16" water line including valves, fittings and fire hydrants. Work to be completed on 1st Street, between Avenue I and Avenue E in Jarrell TX. Engineering complete. Construction is complete. Project is complete. Remaining funds to be reallocated to another Jarrell project. This is the final time this project will be reported in a CAPER.
FY21 $467,000
CDBG Funds Utilized to Date: $273,368.10
Census Tract 216.03 (Block Group 2)
Percent Low-Mod: 50.74%
Percent Minority: 25.3%

City of Taylor Water System Improvements Old Coupland Road
Activity 115
Funding for engineering and planning for water project. Project is complete. Remaining funds expected to be reallocated to another project in Taylor. The is the final time this project will be reported in a CAPER.
FY20 $160,000
CDBG Funds Utilized to Date: $141,377
Census Tract 210 (Block Group 2)
Percent Low-Mod: 70%
Percent Minority: 81.34%

Taylor Housing Authority Home Ownership Program
Activity 79
Down payment assistance was provided to one low income family in 2017 and one low income family in 2018. Homes are located in Taylor TX. 2019: $20,000 committed to a homebuyer who is purchased a Habitat home. 2021: $20,000 utilized by income eligible household. The remaining funds have been reallocated to rental assistance. This is the final time this project will be reported in a CAPER.
FY16 $100,000
CDBG Funds Utilized to Date: $75,000
Percent Low-Mod: 100%
Percent Minority: 100%

City of Granger Sewer Project
Activity 80
Replacement of existing lift station located on Roswell Avenue with a prepackaged lift station. Project will include replacement of force main and gravity line relocation, and associated project incidentals. Engineering for the project is complete. Easement documentation and engineering is complete. Due to unexpected costs incurred by the City of Granger caused by a major water leak, the original design of the project had to be redesigned and rebid. Project is underway. This project is being combined with a larger ARPA funded project. Final environmental reviews and requirements are complete.
FY17 $294,350
CDBG Funds Utilized to Date: $44,501.31
Census Tract 213 (Block Groups 2 and 3)
Percent Low-Mod: 49.83%
Percent Minority: 39.51%

The Key2Free/Social Service
Activity 95
Provided clinical, medical and dental services to victims of human trafficking. Program assisted a total of 31 new clients (7 in FY23) who were victims of sex trafficking. The project is closed and is the final time it will be reported in a CAPER.
FY19 $59,000
CDBG Funds Utilized to Date: $59,000
Percent Low-Mod: Limited Clientele

Liberty Hill Sidewalk Project
Activity 131
Design and installation of approximately 5800 linear feet of sidewalk with ADA accessible curb ramps at street intersections, and erosion and sedimentation control during and immediately after construction. Project will also include approximately 3600 linear feet of drainage improvements to mitigate existing drainage issues. Project will be located on portions of Hillcrest Lane and Loop 332 and on Lynn Lane, Panther Path and Barrington Drive. Delayed due to new city management for this project. City has requested funding be reallocated to another project. This process will take place in 2025.
FY21 $488,000
CDBG Funds Utilized to Date: $0
Location To Be Determined

Williamson County CDBG-CV CARES Funding

$939,026 and $1,343,984

Taylor Water Project/Repair Water lines: $800,000
Activity 129

Tieback: Acquisition, construction, reconstruction or installation of public works, facilities and site or other improvements. Construct a public improvement, such as extending broadband infrastructure in an underserved area or reconstructing degraded water lines, to support tele-school and telemedicine and to ensure potable water to homes, schools, and health providers.
First portion of the project is complete. Remaining funds will be utilized in second phase.
CDBG Funds Utilized to Date: $637,357.32

Habitat for Humanity/Land Acquisition to build affordable housing: $636,000
Activity 126

Tieback: Acquisition of property for housing. Respond to residential over-crowding associated with coronavirus spread and with more severe coronavirus disease and poorer post-COVID health outcomes by acquiring property for new construction of affordable housing funded from another source. Two have been purchased for affordable housing. Remaining funds have been reallocated to housing rehab.
CDBG Funds Utilized to Date: $352,795.26

Sacred Heart/Medical care for low income: $640,000

Tieback: Provide testing, diagnosis, vaccination, or other health services to low/mod person at a mobile location. The clinic has provided 1,011 appointments for low-income individuals throughout the County in FY21. In FY22, 83 new patients were assisted and 1403 appointments were provided to new and established patients. In FY23, 46 new patients were served and 648 visits from new and existing clients.
CDBG Funds Utilized to Date: $345,767.75

Program Administration: $50,010
CDBG Funds Utilized to Date: $12,368.41
Remaining funds have been reallocated to housing rehab

Census Tracts of Minority Population

Within Williamson County, 44.1% of the population is considered non-White according to the 2022 American Community Survey. A “concentrated” minority area will be defined as any census tract in which at least 50% of the population is non-White or White Hispanic. The following 42 census tracts meet these criteria:

| **Census Tract** | **% Nonwhite** |
|---|---|
| Census Tract 203.11 | 61.1% |
| Census Tract 203.21 | 52.2% |
| Census Tract 203.33 | 55.2% |
| Census Tract 203.39 | 54.5% |
| Census Tract 203.41 | 51.1% |
| Census Tract 203.42 | 51.9% |
| Census Tract 203.45 | 56.9% |
| Census Tract 203.46 | 60.1% |
| Census Tract 203.55 | 58.4% |
| Census Tract 204.08 | 51.4% |
| Census Tract 205.07 | 57.5% |
| Census Tract 205.08 | 51.7% |
| Census Tract 205.11 | 75.2% |
| Census Tract 205.12 | 56.8% |
| Census Tract 205.13 | 82.4% |
| Census Tract 205.16 | 75.7% |
| Census Tract 207.01 | 72.9% |
| Census Tract 207.04 | 69.6% |
| Census Tract 207.07 | 58.6% |
| Census Tract 207.10 | 61.2% |
| Census Tract 207.12 | 62.2% |
| Census Tract 208.10 | 55.7% |
| Census Tract 208.11 | 56.8% |
| Census Tract 208.12 | 57.7% |
| Census Tract 208.17 | 53.4% |
| Census Tract 208.18 | 56.0% |
| Census Tract 208.20 | 55.2% |
| Census Tract 208.21 | 54.5% |
| Census Tract 210 | 83.2% |
| Census Tract 211 | 62.0% |
| Census Tract 214.07 | 58.9% |
| Census Tract 215.02 | 71.6% |
| Census Tract 215.03 | 61.6% |
| Census Tract 215.06 | 53.6% |

| Census Tract | % Nonwhite |
|---|---|
| Census Tract 215.09 | 63.9% |
| Census Tract 215.10 | 55.2% |
| Census Tract 215.13 | 59.8% |
| Census Tract 215.14 | 56.8% |
| Census Tract 215.16 | 55.9% |
| Census Tract 215.17 | 53.4% |
| Census Tract 215.18 | 64.2% |
| Census Tract 216.01 | 55.4% |

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 08/05/2025

Approval of Service and Goods Contract #2025322 of Document Preservation of Probate Records by Kofile Technologies, Inc. for the County Clerk's Office

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Service and Goods Contract #2025322 of Document Preservation of Probate Records from Kofile Technologies, Inc. for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of $3,039,414.18, pursuant to Denton County ILA, and authorizing execution of the proposal.

### Background

Approval of this item will support the operations of the Williamson County Clerk's Office. The proposal lists treatment specifications, scope of services and outlines the details of the conservation treatments. Purchase Order #188666 will be canceled, and a new Purchase Order issued to reflect the added scope of $236,262.42 for a total of $3,039,414.18. Origination #2127. Funding source is 01.0384.0384.004550 FY25. Department point of contact is Nancy Rister.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Contract

ILA

Form 1295

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 11:14 AM |
| Form Started By: Barbi Hageman | | Started On: 07/29/2025 09:34 AM |
| Final Approval Date: 07/30/2025 | | |

# WILLIAMSON COUNTY
# SERVICES AND GOODS CONTRACT
## Kofile Technologies, Inc.
## ([redacted])

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

**THIS SERVICES AND GOODS CONTRACT** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Kofile Technologies, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

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

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

## II.

**Goods:** Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

## III.

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

## IV.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in Exhibit "A" and in accordance with the **Interlocal Cooperative Purchasing Agreement Between Denton County and Wiliamson County of November 05, 2024** attached as **Exhibit "B"**. The not-to-exceed amount for the life of this contract shall be Three Million, Thirty-Nine Thousand, Four Hundred Fourteen Dollars and Eighteen Cents ($3,039.414.18).

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 [redacted], marked as **Exhibit "A"**;
B. Interlocal Cooperative Purchasing Agreement Between Denton County and Wiliamson County of November 05, 2024, marked as **Exhibit "B"**;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

**XXIII.**

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

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

**WILLIAMSON COUNTY:**

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

**KOFILE TECHNOLOGIES, INC.:**

Dick Surdykowski Jr.
Authorized Signature

Dick Surdykowski, Jr, CRO
Printed Name

Date: July, 25 2025

**Approved as to Legal Form**
**JACQUELINE LENTZ**
**General Counsel, Commissioners Court**
Date: Jul 28 2025 Time: 10:03 am

**Reviewed by Contract Audit**
**SARA GREER, CGAP**
**Contract Auditor**
**Williamson County Auditor's Office**
Date: Jul 28 2025 Time: 9:54 am

**Exhibit "A"**

[redacted]

6300 Cedar Springs Road, Dallas , TX, 75235

QUOTE DATE: 7/18/2025
EXPIRATION DATE: 10/16/2025

[redacted]

SALES ORDER #: 11918696
OPPORTUNITY #: P323195

# Kofile Addendum Proposal

## Customer Information

Customer: Williamson County Clerk | TX

Billing Terms: Kofile will invoice the total fees due upon each delivery. 50% expected on or before 9/30/25 Approx. Case Range 3700-6932. Final Delivery 50% On or before 12/30/25 Remaining Case Range 6933-10850 Actual pricing and fees may vary based upon the actual quantity or condition of records.

Billing Address: P.O. Box 647 Jarrell, Texas 76537

Shipping Address: 405 MLK, Georgetown TX 78626

| Primary Contact | |
|---|---|
| Name | Nancy Rister |
| Title | County Clerk |
| Telephone | 512-943-1520 |
| Email | nrister@wilco.org |

| Kofile Sales Rep | |
|---|---|
| Name | Billy Gerwick |
| Address | 6300 Cedar Springs Road, Dallas , TX, 75235 |
| Telephone | (832) 373-9124 |
| Email | billy.gerwick@kofile.com |


Kofile, Inc. All rights reserved.

Dear Nancy Rister,

This proposal addresses Williamson County Clerk | TX's critical records and is presented by Kofile Technologies, Inc. {Kofile}. Note that prices for the inventory herein are good for 90 days from the date of this proposal. Critical Records Management is a modern approach to addressing diverse public records requirements. Kofile is trusted by over 3,000 government agencies as a consultant and partner and is the only supplier that offers this full suite of products and services. Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute Conservation (AIC).

**Delivery 50% On or before 9/30/25 Approximate Case Range 3700- 6932**
**Delivery 50% On or before 12/30/25 Remaining Case Range 6933-10850**

## SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

| Record Series | Service | Scope of Work |
|---|---|---|
| Probates | Flat File Preservation | • Inspect and log each item upon receipt.<br>• Separate case files by hand into singular sheets.<br>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.<br>• Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).<br>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.<br>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.<br>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.<br>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.<br>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar. |
| Probates | Flat File Preservation | • Inspect and log each item upon receipt.<br>• Separate case files by hand into singular sheets.<br>• Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.<br>• Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).<br>• Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.<br>• Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.<br>• Deacidify sheets with Kofile's proprietary solution Bookkeepers®.<br>• Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.<br>• Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar. |

## PROJECT PRICING


Kofile, Inc. All rights reserved.

Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

| Record Series | Volume(s) | Total # of Inventory | UOM | Total Estimated Quantity | Service | Estimated Total |
|---|---|---|---|---|---|---|
| Probates | 3700-10225 | 6,526 | Per Page | 436,628 | Flat File Preservation | $2,803,151.76 |
| Probates | 10226-10850 | 625 | Per Page | 36,801 | Flat File Preservation | $236,262.42 |
| | | | | | **TOTAL:** | **$3,039,414.18** |

Net Total: $3,039,414.18


Kofile, Inc. All rights reserved.

Terms and Conditions: This proposal shall be governed by the terms of use found at https://kofile.com/termsandconditions

Billing Terms: Kofile will invoice the total fees due upon each delivery. 50% expected on or before 9/30/25 Approx. Case Range 3700-6932. Final Delivery 50% On or before 12/30/25 Remaining Case Range 6933-10850. Kofile's proposal pricing is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing and fees may vary based upon the actual quantity or condition of records.

| Customer Acceptance | Kofile Acceptance |
|---|---|
| _____ | _____ |
| Signature of Authorized Official | Signature of Authorized Official |
| _____ | Dick Surdykowski Jr. |
| Print Name of Authorized Official | Print Name of Authorized Official |
| _____ | Chief Revenue Officer |
| Title of Authorized Official | Title of Authorized Official |
| _____ | 7/23/2025 |
| Date | Date |


Kofile, Inc. All rights reserved.

**Exhibit "B"**
**Interlocal Cooperative Purchasing Agreement**
**Between**
**Denton County and Wiliamson County of November 05, 2024**

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT**
**BETWEEN DENTON COUNTY AND WILLIAMSON COUNTY**

**STATE OF TEXAS**

**COUNTY OF DENTON**

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the "Agreement") is made on the 5th day of November 2024, between the Denton County, and Williamson County; jointly referred to herein as "parties" and each separately as a "party."

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be highly beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said governments enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

## I.
## Purpose

A. The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

## II.
## Duration of Agreement

A. This Agreement shall be in full force and effect from the date it is duly executed by all parties until terminated by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions:

- The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.

- This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attachment to an email or (ii) by certified mail to the address as listed herein:

| | |
|---|---|
| Denton County: | Attn: Denton County Purchasing<br>1 Courthouse Drive<br>Suite 2300<br>Denton, TX 76208<br>Phone: 940-349-3130<br>purchasing@dentoncounty.gov |
| Williamson County: | Attn: Williamson County Purchasing<br>100 Wilco Way<br>Suite P101<br>Georgetown, TX 78626<br>Purchase@wilco.org |

## III.
## Relationship of Parties

A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as an independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the

utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.

B. The parties shall notify, using the notice procedures set forth in Section II.A, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the list of contracts available for cooperative purchasing.

C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.

D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.

E. The Purchasing Director or their designee, is the official representative to act for Denton County in all matters relating to this Agreement.

F. Purchasing Agent or their designee, is the official representative to act for Williamson County in all matters relating to this Agreement.

## IV.
## Purchase of Goods and Services

A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.

B. The parties will be able to purchase from those contracts established by the other party where notice has been given in the bid specifications and the successful bidder has accepted terms for cooperative purchasing agreements for local governments.

C. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.

D. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.

E. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.

F. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

## V.
## Liability and Immunity Provisions

A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.

B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

## VI.
## Miscellaneous

A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.

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

C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.

D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.

E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.

G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.

H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers thereon the day and the year first above written.

**DENTON COUNTY, TEXAS**

By: Andy Eads, Denton County Judge

**WILLIAMSON COUNTY, TEXAS**

Bill Gravell (Oct 29, 2024 11:18 CDT)

By: Bill Gravell Jr, Williamson County Judge

# DENTON COUNTY
# COMMISSIONERS COURT

11/05/2024

Month Day Year

24-01005

Court Order Number

**14. D.**

**THE ORDER:**

Approval of the Cooperative Purchasing Agreement between Denton County, Texas, and Williamson County, Texas, and any appropriate action.

**Motion by** Falconer **Seconded by** Williams

| | | |
|---|---|---|
| County Judge Andy Eads | Yes | X |
| | Abstain | |
| | No | |
| | Absent | |
| Commissioner Pct No 1 Ryan Williams | Yes | X |
| | Abstain | |
| | No | |
| | Absent | |
| Commissioner Pct No 2 Kevin Falconer | Yes | X |
| | Abstain | |
| | No | |
| | Absent | |
| Commissioner Pct No 3 Bobbie J. Mitchell | Yes | X |
| | Abstain | |
| | No | |
| | Absent | |
| Commissioner Pct No 4 Dianne Edmondson | Yes | X |
| | Abstain | |
| | No | |
| | Absent | |

**Motion Carried** 5-0-0

**Other Action:** Pulled from Consent ___ No Action ___ Postponed ___

**BY ORDER OF THE COMMISSIONERS COURT:**

Andy Eads

Presiding Officer

APPROVED AS TO FORM:

Assistant District Attorney

TEXAS COMMISSIONER'S COURT OF DENTON COUNTY

**ATTEST:**

Juli Luke , County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

BY: _____
Deputy County Clerk

# Service Agreement_Kofile_Q-01623_7.24.2025 (002)

Final Audit Report 2025-07-25

| | |
|---|---|
| Created: | 2025-07-25 |
| By: | Mike Strachan (michael.strachan@kofile.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbVqMnnMiCzCsgoaPmQ72IZJ88eCZIIS- |

## "Service Agreement_Kofile_Q-01623_7.24.2025 (002)" History

Document created by Mike Strachan (michael.strachan@kofile.com)
2025-07-25 - 6:18:32 PM GMT

Document emailed to Dick Surdykowski Jr (dick.surdykowski@kofile.com) for signature
2025-07-25 - 6:19:13 PM GMT

Email viewed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)
2025-07-25 - 6:19:34 PM GMT

Document e-signed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)
Signature Date: 2025-07-25 - 7:32:31 PM GMT - Time Source: server

Agreement completed.
2025-07-25 - 7:32:31 PM GMT

**Denton County Clerk**

# Memo

***To:*** ***Williamson County***
***ATTN: Purchasing***
***100 Wilco Way, Suite P101***
***Georgetown, TX 78626***

***From:*** *Vianka Romero Corral*
***Date:*** *November 6, 2024*
***Re:*** *Agreement*

*Enclosed is one original of the above referenced documents approved by Denton County Commissioners Court on November 5, 2024*

*Thank you.*

*Vianka Romero Corral*
*Denton County Clerk*
*1450 East McKinney*
*Denton, TX 76209*

*CC: Civil DA*

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT**
**BETWEEN DENTON COUNTY AND WILLIAMSON COUNTY**

**STATE OF TEXAS**

**COUNTY OF DENTON**

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the "Agreement") is made on the 5th day of November 2024, between the Denton County, and Williamson County; jointly referred to herein as "parties" and each separately as a "party."

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be highly beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said governments enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

## I.
## Purpose

A. The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

## II.
## Duration of Agreement

A. This Agreement shall be in full force and effect from the date it is duly executed by all parties until terminated by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions:

- The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.

- This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attachment to an email or (ii) by certified mail to the address as listed herein:

| | |
|---|---|
| Denton County: | Attn: Denton County Purchasing<br>1 Courthouse Drive<br>Suite 2300<br>Denton, TX 76208<br>Phone: 940-349-3130<br>purchasing@dentoncounty.gov |
| Williamson County: | Attn: Williamson County Purchasing<br>100 Wilco Way<br>Suite P101<br>Georgetown, TX 78626<br>Purchase@wilco.org |

## III.
## Relationship of Parties

A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as an independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the

utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.

B. The parties shall notify, using the notice procedures set forth in Section II.A, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the list of contracts available for cooperative purchasing.

C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.

D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.

E. The Purchasing Director or their designee, is the official representative to act for Denton County in all matters relating to this Agreement.

F. Purchasing Agent or their designee, is the official representative to act for Williamson County in all matters relating to this Agreement.

## IV.
## Purchase of Goods and Services

A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.

B. The parties will be able to purchase from those contracts established by the other party where notice has been given in the bid specifications and the successful bidder has accepted terms for cooperative purchasing agreements for local governments.

C. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.

D. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.

E. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.

F. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

## V.
## Liability and Immunity Provisions

A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.

B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

## VI.
## Miscellaneous

A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.

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

C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.

D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.

E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.

G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.

H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[*Signature Page to Follow*]

# Agenda Item #14 CC 10.29.24 Approval of Interlocal Purchasing Agreement Between Denton County and Williamson County for the County Clerk's Department (Koren)

Final Audit Report 2024-10-29

| | |
|---|---|
| Created: | 2024-10-28 |
| By: | Cheryl Johnson (cheryl.johnson@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA54Mbr60w7c3KGDAnf85-x28s2rSt84Z7 |

## "Agenda Item #14 CC 10.29.24 Approval of Interlocal Purchasing Agreement Between Denton County and Williamson County for the County Clerk's Department (Koren)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-10-28 - 5:17:42 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-10-28 - 5:18:34 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-29 - 4:06:40 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-29 - 4:07:21 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-10-29 - 4:07:21 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-29 - 4:18:10 PM GMT- IP address: 104.47.65.254

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-29 - 4:18:18 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-10-29 - 4:18:18 PM GMT

Powered by
Adobe
Acrobat Sign

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1341849

**Date Filed:**
07/25/2025

**Date Acknowledged:**
07/29/2025

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

Kofile Technologies, Inc.
Dallas, 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.**

2025322
Preservation of Probate Cases Q-01623

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Kofile Technologies, Inc. | Dallas, TX United States | X | |
| Aschenbach, Ray | Dallas, TX United States | X | |
| Surdykowski, Jr., Dick | Dallas, TX United States | X | |
| Adams, Sharon | Dallas, TX United States | X | |
| Sutterer, Lucas | Dallas, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1341849

**Date Filed:**
07/25/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Kofile Technologies, Inc.
Dallas, 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.**
2025322
Preservation of Probate Cases Q-01623

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Kofile Technologies, Inc. | Dallas, TX United States | X | |
| Aschenbach, Ray | Dallas, TX United States | X | |
| Surdykowski, Jr., Dick | Dallas, TX United States | X | |
| Adams, Sharon | Dallas, TX United States | X | |
| Sutterer, Lucas | Dallas, 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 _____, _____, _____, _____, _____, US.
(city) (state) (zip code) (country)

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

Executed in Dallas County, State of TX, on the 25 day of July, 2025.
(month) (year)

Allison McComb
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 08/05/2025

Proposed Senate Bill 9 in 2025 Special Session 1

**Submitted For:** Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

**Department:** Commissioner Pct. #1

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on proposed Senate Bill 9, a bill relating to the calculation of the voter-approved tax rate for certain taxing units. SB 9 would reduce the voter-approval tax rate multiplier for counties and municipalities with populations above 30,000 from 3.5 percent to 2.5 percent.

### Background

Williamson County is already spending millions of county taxpayer dollars on unfunded state mandates. In just one example, we are spending, with current projections, almost $3,500,000 on court-appointed attorneys for our county courts and district courts, money that is required by the state for counties to spend but not refunded by the state.

## 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 | 07/31/2025 11:09 AM |
| Form Started By: Garry Brown | | Started On: 07/31/2025 09:50 AM |
| Final Approval Date: 07/31/2025 | | |

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 08/05/2025

Paloma Lake 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 the Standard Agreement with Local Governmental Entity regarding off-duty contracting of County Sheriff's Deputies by and between Paloma Lake 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 September 26, 2023, the Standard Agreement with Paloma Lake MUD #1 was approved in Commissioners Court for a three-year period at a $13.00/hour vehicle reimbursement rate effective October 1, 2023. On June 18, 2024, the Commissioners Court approved to increase the vehicle reimbursement rate to $14.00 per hour effective October 1, 2024, and on June 24, 2025, the Commissioners Court approved a 2nd increase effective October 1, 2025, to $15.00 per hour. Since the current Standard Agreement does not expire until September 30, 2026, the Sheriff's Office is presenting this 2nd amendment with Paloma Lake MUD #1 for the vehicle rate increase.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Paloma Lake MUD 2nd Amendment

Standard Agreement

1st Amendment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/29/2025 03:50 PM |
| Form Started By: Starla Hall | | Started On: 07/28/2025 04:43 PM |
| Final Approval Date: 07/29/2025 | | |

# 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: Paloma Lake MUD #1

Signature: _____

Printed Name: Dallas Kelley-Kerr

Title: President, Board of Directors

Date: July 9, 2025

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: July 28, 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: Paloma Lake Municipal Utility District No. 1

Signature: _____

Printed Name: Dallas Kelley-Kerr

Title: President

Date: 8/9/2023

**WILLIAMSON COUNTY SHERIFF'S OFFICE:**

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 15, 2023

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

COUNTERPART SIGNATURE PAGE
TO STANDARD AGREEMENT WITH
LOCAL GOVERNMENTAL 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 (Sep 26, 2023 10:11 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 #21 Paloma Lake MUD #1 Standard Agreement

Final Audit Report 2023-09-26

| | |
|---|---|
| Created: | 2023-09-25 |
| By: | Starla Hall (starlahall@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAApcD5v7f83aiDQ6ZwWD3nJTV86MJM3dBQ |

## "Item #21 Paloma Lake MUD #1 Standard Agreement" History

Document created by Starla Hall (starlahall@wilco.org)
2023-09-25 - 9:52:06 PM GMT

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-25 - 9:52:38 PM GMT

Email sent to amanda.brown@wilco.org bounced and could not be delivered
2023-09-25 - 9:52:44 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:00:47 PM GMT

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-26 - 3:01:03 PM GMT

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-26 - 3:01:03 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-26 - 3:10:53 PM GMT

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-26 - 3:11:03 PM GMT - Time Source: server

Agreement completed.
2023-09-26 - 3:11:03 PM GMT

Powered by Adobe Acrobat Sign

# AMENDMENT TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY CONTRACTING OF COUNTY LAW ENFORCEMENT AGENCY DEPUTIES

**This Amendment to Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Law Enforcement Agency 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 Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

## RECITALS

**WHEREAS**, the LGE, COUNTY, and LEA previously executed that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Law Enforcement Agency 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 LEA 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 LEA 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 Area; 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 LEA have executed this Amendment, in duplicate, to be effective as October 1, 2024.**

**Local Governmental Entity (LGE):**

Name of LGE: Paloma Lake MUD #1

Signature: _____

Printed Name: Dallas Kelly-Kerr

Title: President

Date: August 14, 2024

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of LEA: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: _____

Date: September 3, 2024

Address of Office: 508 S. Rock St.
Georgetown, Texas 78626

**COUNTY:**

By: Bill Gravell (Sep 11, 2024 07:12 CDT)
Williamson County Judge or
Presiding Officer,
Williamson County Commissioners Court
710 Main Street, Suite 101
Georgetown, Texas 78626

Date: Sep 11, 2024, 20___

# Item #44 Paloma Lake MUD #1 Amendment for County Sheriff

Final Audit Report 2024-09-11

| | |
|---|---|
| Created: | 2024-09-10 |
| By: | Starla Hall (starlahall@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAF_Ru8N-YSCHfuLQhYNDIcgk07yNbIYI3 |

## "Item #44 Paloma Lake MUD #1 Amendment for County Sheriff" History

Document created by Starla Hall (starlahall@wilco.org)
2024-09-10 - 3:36:19 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-09-10 - 3:39:57 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 5:53:56 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-09-10 - 5:54:17 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-09-10 - 5:54:18 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-09-11 - 12:11:56 PM GMT- IP address: 74.192.154.197

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-09-11 - 12:12:07 PM GMT - Time Source: server- IP address: 74.192.154.197

Agreement completed.
2024-09-11 - 12:12:07 PM GMT

Powered by
Adobe
Acrobat Sign

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 08/05/2025

Approval of Purchase for Election Equipment from Elections Systems and Software LLC for the Elections Department

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving purchase #2024298 between Williamson County and Election Systems & Software LLC for the amount of $116,215.00 pursuant to BuyBoard #710-23 and authorizing the execution of the purchase for FY 2025.

### Background

The approval of this purchase will benefit the Williamson County Elections Department with the quoted equipment for the upcoming election. The attached quote contains the details of the materials and software required. The funding source is 01.0100.0492.005742. Origination #3201. The department point of contact is Bridgette Escobedo.

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Contract

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:56 AM |
| Form Started By: Joy Simonton | | Started On: 07/31/2025 11:49 AM |
| Final Approval Date: 07/31/2025 | | |

# WILLIAMSON COUNTY CONTRACT
# FOR GOODS and SERVICES

## Election Systems & Software, LLC
## Quote Date: 7/10/2025

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

**THIS CONTRACT FOR GOODS** (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("Customer"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Election Systems & Software, LLC** (hereinafter "ES&S"), both of which are referred to herein as the parties. ES&S agrees to provide the goods described herein pursuant to the following terms, conditions, and restrictions:

**I.**

**Goods:** The goods include internal backup batteries, paper rolls, 8GB memory devices, ballot boxes with power supplies and AC cords and #2 ballot box lock as described in the attached **Quote Date: 7/10/2025** being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the Customer's solicitation, if applicable.

Should the Customer choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment 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 Customer for the additional goods. ES&S shall not provide any additional goods, and the Customer 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:** ES&S shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. ES&S expressly acknowledges that he, she, or it is not an employee of the Customer. The service includes the work described in the attached Quote Date: 7/10/2025 being marked as Exhibit "A," which is incorporated herein.

Should the Customer 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 Customer for the additional services. ES&S shall not begin any additional services

and the Customer shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

ES&S represents that ES&S (including ES&S'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 ES&S shall, upon written (including electronic) request, provide proof of valid licensure.

**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 Customer. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30. 2025, however this date may be amended at the sole discretion of the Customer. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

**III.**

**Consideration and Compensation:** ES&S will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with Texas BuyBoard Contract #710-23. The not-to-exceed amount for the life of this Contract is **One Hundred Sixteen Two Hundred Fifteen Dollars ($116,215.00)**.

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

The Customer is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The Customer agrees to provide exemption certificates to ES&S upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against ES&S for the supplies or products provided or any Services rendered.

**IV.**

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the Customer cannot enter into an agreement whereby the Customer agrees to indemnify or hold harmless another party; therefore, all references of any kind to Customer defending, indemnifying, holding, or saving harmless ES&S for any reason are hereby deleted.

**V.**

**Compliance With All Laws:** ES&S 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.

**VI.**

**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.

**VII.**

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

**VIII.**

**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.

**IX.**

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

**X.**

**Good Faith Clause:** ES&S agrees to act in good faith in the performance of this Contract.

**XI.**

**No Assignment:** ES&S may not assign this Contract.

**XII.**

**Confidentiality:** ES&S 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.

**XIII.**

**Foreign Terrorist Organizations:** ES&S 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.

**XIV.**

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

**XV.**

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

**XVI.**

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

**XVII.**

**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 Date: 7/10/2025, marked Exhibit "A" and
B. The Texas BuyBoard Contract #710-23, incorporated by reference and
C. Any Amendments agreed to by both parties.

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

**XVIII.**

**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 Customer.

**Williamson County**:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

**Election Systems & Software, LLC**:

_____
Authorized Signature

Jared Plath
Printed Name

Date: August 1, 20 25

**Approved as to Legal Form**
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Aug 01 2025 Time: 2:20 pm

**Reviewed by Contract Audit**
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Aug 01 2025 Time: 2:08 pm

**Exhibit "A"**
**Quote Date: 7/10/2025**

ELECTION Systems & Software

TESTED. PROVEN. TRUSTED.

**Williamson County, Texas**
**Purchase Proposal Quote - Texas BuyBoard Contract # 710-23**
Submitted by Election Systems & Software

**Quote Date:** 7/10/2025
**Quote Valid Through:** 8/9/2025

## Purchase Solution Includes:

| Quantity | Item Description | Unit Price | Extended Price |
|---|---|---|---|
| **Tabulation Hardware** | | | |
| | **DS300 Poll Place Scanner and Tabulator:** | | |
| 15 | DS300 (Includes Internal Backup Battery, Paper Roll and One (1) Standard 8GB Memory Device) | $5,995.00 | $89,925.00 |
| 15 | DS300 Ballot Box with Power Supply and AC Cord | $995.00 | $14,925.00 |
| 15 | #2 Ballot Box Lock | $11.00 | $165.00 |
| 15 | Standard 8GB Memory Device (Additional) | $230.00 | $3,450.00 |
| **Services** | | | |
| X | Tabulation Equipment Installation | | $2,050.00 |
| X | 1 Year Hardware and Software Warranty | | Included |
| X | Estimated Shipping and Handling | | $5,700.00 |
| | **Total Purchase Solution** | | **$116,215.00** |

**Footnotes:**

1. This quote is an estimate and is subject to final review and approval by both ES&S and the Customer.
2. Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.
3. Subject to state, municipal, jurisdictional, provincial or territory laws to the contrary, the above pricing information is confidential, proprietary and trade secret information of ES&S and is intended only for the use of the individual or entity to which the document is directed to. This information may not be disclosed or reproduced either publicly or to any other individual or entity without the prior written authorization of ES&S.
4. Annual Post-Warranty License and Maintenance and Support Fees are not listed on Texas BuyBoard Contract # 710-23.

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 08/05/2025

Bovey & Cochran

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of Bovey & Cochran PLLC to provide general counseling and legal services regarding various Williamson County matters, including but not limited to economic development, subdivision and development issues, and other legal matters as directed by Williamson County; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Bovey & Cochran Engagement Letter

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:12 AM |
| Form Started By: Hal Hawes | | Started On: 07/30/2025 04:21 PM |
| Final Approval Date: 07/31/2025 | | |

BOVEY & COCHRAN
PLLC

2251 Double Creek Dr., Suite 204 Round Rock, TX 78664 | (512) 904-9441 | (512) 904-9445

July 23, 2025

Hal C. Hawes
General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

Via Email: hal.hawes@wilcotx.gov

**Re: Engagement Letter for Legal Services**

Dear Mr. Hawes:

On behalf of Bovey & Cochran, PLLC, we want to thank you for the opportunity to provide general counseling and legal services to Williamson County.

The purpose of this letter and the enclosed Terms of Engagement is to memorialize our understanding with respect to the specific nature of our attorney-client relationship. Please review these documents carefully and contact us if you have any questions.

**Identity of Client:**
Williamson County, Texas ("Williamson County")

**Nature & Scope of Representation:**
While in the future we may be directed to represent you on more specific matters, our present relationship can be described as follows:

Provide general counseling and legal services regarding various Williamson County matters, including but not limited to economic development, subdivision and development issues, and other miscellaneous legal matters as directed by Williamson County.

**Financial Arrangements:**
The hourly rate for partners at our firm who work on Williamson County matters will be two hundred and fifty dollars ($250.00) per hour; the hourly rate for other attorneys at our firm who work on Williamson County matters will be two hundred and twenty-five dollars ($225.00) per hour. No retainer is necessary prior to our firm performing legal services.

Our law firm bills in increments of a tenth of an hour. You will receive a detailed monthly accounting of services rendered by the firm.

**Duration:**
The terms established by this Letter of Engagement are perpetual, and shall continue until modified by mutual consent of the Client and the firm, or otherwise terminated. Acceptance of these standard terms does not preclude the Client or our firm from proposing alternative arrangements at a later date.

**Acceptance of Terms:**
If this arrangement is acceptable to you, please sign this letter and return it at your earliest convenience. We are truly honored that you are willing to make our firm part of your legal team. If you would like to contact us, please call (512) 904-9441, or e-mail cary@boveycochran.com and/or luke@boveycochran.com.

Sincerely,

*Cary L. Bovey and Luke A. Cochran*

Cary L. Bovey and Luke A. Cochran

**AGREED TO & ACCEPTED:**

By: _____

Date:_____

***Please mail/email one signed agreement to Cary/Luke.***

**TERMS OF ENGAGEMENT**

This document establishes the terms of our engagement as your attorneys. Unless modified in writing by mutual consent, these terms will be an integral part of our relationship. Therefore, we ask that you carefully review this document and contact us if you have any questions.

**1. Scope of Work**

As the client, it is imperative that you have a clear understanding of the legal services Bovey & Cochran, PLLC ("Law Firm") will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged. The Law Firm will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

**2. Fees for Legal Services**

The charges for professional services provided by the Law Firm will typically be based upon the following: (1) the time devoted to the matter; (2) the novelty and difficulty of the questions presented; (3) the requisite experience, reputation and skill requested to deal with those questions; (4) time limitations imposed by the circumstances; (5) and the quality of the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the legal staff who perform the services. These rates may vary depending on the expertise and experience of the individual. We will notify you in writing if this fee structure is modified. Currently, as set forth in the standard billing rate sheet attached hereto and incorporated herein as Exhibit "A," the standard billing rate for partners at our firm who work on Williamson County matters will be two hundred and fifty dollars ($250.00) per hour; the hourly rate for other attorneys at our firm who work on Williamson County matters will be two hundred and twenty-five dollars ($225.00) per hour; the billing rate for paralegals, legal assistants and law clerks is one hundred twenty-five dollars ($125.00) per hour; and the billing rate for administrative support personnel is seventy-five dollars ($75.00) per hour (fees in U.S. Dollars). These rates may change in accordance with the standard billing rates in effect at the time the legal services are performed. In the event the Law Firm's standard billing rates change, the Law Firm will provide you with written notice, no later than July 15, of the revised standard billing rate sheet to be to be effective on October 1 of that year.

**3. Other Charges**

All out-of-pocket expenses (such as long distance telephone charges, copying charges, travel expenses, messenger expenses, etc.) incurred by the Law Firm in connection with representing you will be billed to you as a separate item on your monthly statement.

**4. Billing Procedures & Terms of Payment**

Our billing period begins on the 27th day of the month and ends on the 26th day of the following month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the beginning of the month following the latest date covered in the statement. Each statement is payable within thirty (30) days of its stated date and must be paid in U.S. Dollars. If any statement is not paid within thirty (30) days after its stated date, interest at the rate of 1 percent per month (12 percent per annum) will accrue on the balance due. However, if at any time 12 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. If you have any questions or concerns about any statement that we submit to you for payment, please contact us at your earliest convenience so that we can resolve any problems without delay. Typically, such issues can be resolved satisfactory with little inconvenience or formality.

**5. Termination of Services**

You have the right to terminate our services at any time upon providing written notice to us. Upon receipt of written notice we will immediately cease to render additional services, as per your instructions. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. We also reserve the right to withdraw when obligated by the Texas Rules of Disciplinary Conduct. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matters. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

**6. Retainer**

No retainer shall be required for these matters.

**7. Retention of Documents**

Although we will attempt to retain for a reasonable time copies of most documents generated by this Law Firm, we cannot be held responsible in any way for failure to do so, and we hereby expressly disclaim any such responsibility or liability. You must retain all originals among your own files.

**8. Fee Estimates**

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such

estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA. Venue of any case or controversy arising under or pursuant to this Engagement Letter shall be in Williamson County, Texas, USA.

**10. Questions**

If during the course of our representation you have any questions about any aspect of our arrangements, please feel entirely free to raise those questions. The Law Firm wants all of our clients to have a clear and satisfactory understanding about every aspect of our billing and payment policies. Accordingly, we encourage an open and frank discussion of any of the matters mentioned in this document.

**EXHIBIT "A"**

**BOVEY & COCHRAN, PLLC**

**STANDARD BILLING RATES**

**PARTNERS - $250.00 PER HOUR**

**ATTORNEYS - $225.00 PER HOUR**

**PARALEGALS, LEGAL ASSISTANTS AND LAW CLERKS - $125.00 PER HOUR**

**ADMINISTRATIVE SUPPORT PERSONNEL - $75.00 PER HOUR**

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 08/05/2025

LaBatt Notice

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action to approve a Public Notice that the Commissioners Court of Williamson County, Texas will consider the approval of a tax abatement agreement with Labatt Food Services, LLC, as Applicant, at its regularly scheduled Commissioners Court meeting on September 9, 2025, in relation to the design and construction of 150,000 square feet of warehouse space and ancillary facilities on an approximate 48 acre tract of land situated near the intersection of IH-35S and Ronald Reagan Boulevard (WCAD R584644 - AW0421 AW0421 - Manchaca, A. Sur., Acres 47.993) in the Tax Abatement Reinvestment Zone No. 2, being located in Jarrell, Texas, with estimated cost of the improvements being approximately $42 million dollars for the warehouse space and ancillary facilities, which includes buildings and other real property improvements and tangible personal property including machinery and equipment.

### 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 | 07/31/2025 11:57 AM |
| Form Started By: Hal Hawes | | Started On: 07/31/2025 11:54 AM |
| Final Approval Date: 07/31/2025 | | |

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 08/05/2025

Brinegar RE Consulting Agreement

**Submitted By:** Hal Hawes, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

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

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Brinegar Propts RE Consulting Agreement

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 08/01/2025 08:34 AM |
| Form Started By: Hal Hawes | | Started On: 07/31/2025 01:22 PM |
| Final Approval Date: 08/01/2025 | | |

Docusign Envelope ID: 40E97B27-027C-40D8-BB76-9B1DE015D5E9

# REAL ESTATE PROFESSIONAL CONSULTING SERVICES AGREEMENT

| | |
|---|---|
| Effective Date: | As of the date of the last party's execution below. |
| Williamson County: | Williamson County, Texas<br>710 South Main Street, Suite 101<br>Georgetown, Texas 78626 |
| Broker: | Brinegar Interests LLC<br>D/B/A Brinegar Properties<br>401 W Anderson Avenue<br>Round Rock, Texas 78664 |

This Real Estate Professional Consulting Services Agreement ("Agreement") is made by and between Williamson County and Broker.

WHEREAS, Williamson County desires to engage the services of Broker, as an independent Broker and not as an employee, according to the terms and conditions provided in this Agreement; and

WHEREAS, Broker desires to render services for Williamson County on the terms and conditions provided in this Agreement; and

NOW THEREFORE, in consideration of the mutual promises contained in this contract, Williamson County and Broker (individually a "Party" and collectively the "Parties") hereby agree as follows:

1. **TERM.** This Agreement will begin on the Effective Date and expire one (1) year thereafter ("Term"). The Agreement shall automatically renew for up to two (2) additional one (1) year terms unless either Party terminates this Agreement by providing at least thirty (30) days' written notice to the other during any term. In the event of such termination, it is understood and agreed that only the amounts due to Broker for services provided and authorized expenses incurred to and including the date of termination, will be due and payable.

2. **SERVICES.** Williamson County requires Broker's assistance and consultation in (a) identifying and purchasing real property for Williamson County; and (b) for valuation, marketing, and sale of various existing Williamson County real property located throughout the County (collectively the "Real Property"). Broker agrees to perform services for Williamson County, with such "Services" including negotiating, researching, evaluating, consulting, and reporting as required in relation to the Real Property, but shall not include expert witness preparation and testimony of a designated expert (as "Expert" is defined in Section 5 below), and shall be performed pursuant to industry standards. The Services shall also include regular meetings with the Williamson County Judge and Commissioners at mutually agreeable times and places and communications with the appropriate Williamson County personnel and representatives.

3. **WILLIAMSON COUNTY ACCESS.** Broker agrees to abide by the policies applicable to Williamson County employees and independent contractors while on any

Docusign Envelope ID: 40E97B27-027C-40D8-BB76-9B1DE015D5E9

Williamson County premises. Broker shall comply with all laws and shall possess and maintain all licenses, permits, and qualifications required by law to perform the contracted Services.

4. **FEES & INVOICES.**

A. Williamson County will reimburse Broker for Broker's reasonable actual expenses, fees, and costs that Broker incurs in performing Services benefitting Williamson County under this Agreement, but only to the extent that (i) such expenses are authorized, in advance, by Williamson County; (ii) documentation of such expenses is provided to Williamson County within sixty (60) days of the expense being incurred, and (iii) such expenses comply with the Williamson County business expense reimbursement standards, as modified from time to time.

B. Either during the term of this Agreement or for a period of twelve (12) months after the termination of this Agreement, for any property **sold** by Williamson County for which Broker participates in a real estate transaction for said property generating a real estate commission to Broker, Broker shall be entitled to a commission of four and one half percent (4.5%) of the sales price, from which Broker agrees to compensate any buyer's broker;.

C. Either during the term of this Agreement or for a period of twelve (12) months after the termination of this Agreement, for any property **purchased** by Williamson County for which Broker participates in a real estate transaction for said property generating a real estate commission to Broker, Broker shall look solely to the seller of such property for Broker's commission, and Williamson County shall not be obligated to pay a commission to Broker.

D. Any authorized expenses, fees, and costs will be invoiced by Broker to Williamson County, in a form acceptable to the Williamson County Auditor, on or before the first day of each month following the Effective Date. Williamson County shall review the invoices within thirty (30) days of receipt of an invoice and approve them with such modifications, if any, as it deems appropriate. Williamson County shall pay each invoice within thirty (30) days after Williamson County's approval; subject however to the condition that (i) Williamson County accepts performance of the Services for the prior month; (ii) Broker has satisfied, and continues satisfying, all of its obligations, representations, warranties, and covenants under this Agreement; and (iii) Broker has provided adequate documentation of the expenses and other charges set forth in the invoice, as described in this Section 4.

5. **RELATIONSHIP OF PARTIES.** Broker is and shall remain at all times an independent Broker, and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Broker warrants that all individuals who perform Services on behalf of Broker under this Agreement are employees of Broker who may legally work in the United States and for whom Broker is solely responsible and pays required federal, state, and local tax withholdings (including Social Security, unemployment, and Medicare), workers' compensation insurance, and employment benefits ("Broker Employees"). If Broker desires to use independent brokers to perform any Services, Broker must identify the

Docusign Envelope ID: 40E97B27-027C-40D8-BB76-9B1DE015D5E9

independent brokers and obtain prior written consent from Williamson County before such independent brokers may perform Services.

6. **WILLIAMSON COUNTY LIABILITY.** WILLIAMSON COUNTY SHALL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND. WILLIAMSON COUNTY'S AGGREGATE LIABILITY FOR CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE COMPENSATION PAID OR OWED TO BROKER FOR SERVICES UNDER THIS AGREEMENT.

7. **CONFIDENTIALITY.**

A. Disclosing Party. For the purposes of this Agreement, Williamson County will be disclosing Confidential Information, as defined in Section 7(b) below, to Broker. Broker acknowledges that the existence of this Agreement and its terms are considered Williamson County Confidential Information, and Broker will not publicly release information about its relationship with Williamson County and/or this Agreement (via activities such as news releases, articles, brochures, advertisements, web pages, prepared speeches, or otherwise) without Williamson County's prior written consent.

B. Confidential Information. "Confidential Information" shall mean all information, technical data, or know-how which relates to the services of Williamson County, including, without limitation, any research, products, services, developments, processes, techniques, designs, technical, engineering, distribution, marketing, financial modeling, and demographics information, which is disclosed to Broker within the scope of Broker's Services, directly or indirectly, in writing, orally or by drawings or inspection. Confidential Information does not include information, technical data or know-how which:

I. is already published or available to the public, or subsequently becomes available, other than by a breach of this Agreement;

II. is received from a third party not to Broker's knowledge in breach of any obligation of confidentiality;

III. is independently developed by personnel or agents of Broker without reliance on the Confidential Information;

IV. is proven by written evidence to be known to Broker at the time of disclosure; or

V. is produced by Broker in compliance with an order, rule or law of any federal, state, local or municipal body having jurisdiction over a party, provided that Broker gives Williamson County notice, to the extent reasonably possible, of such order, rule or law and gives Williamson County an opportunity to defend and/or attempt to limit such production.

C. Precautions Taken to Protect Confidential Information. Broker agrees not to disclose or use the Confidential Information for any purpose other than purposes under this Agreement. Broker shall take reasonable actions and precautions to prevent unauthorized disclosure and use of Confidential Information. Confidential Information and all copies thereof shall remain the property of Williamson County. Confidential Information, shall,

Docusign Envelope ID: 40E97B27-027C-40D8-BB76-9B1DE015D5E9

upon request of Williamson County or immediately upon termination of this Agreement, be promptly returned by Broker to Williamson County, accompanied by all copies of such documentation made by Broker, provided that Broker may keep one copy of this Agreement. Broker agrees to immediately notify Williamson County upon discovery of any unauthorized use or disclosure of Confidential Information and to cooperate in any reasonable way to help Williamson County regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

D. Remedies. Broker acknowledges and agrees that breach of this Section 7, or any promise or covenant contained herein, by it may result in irreparable and continuing damage to Williamson County, for which there would be no adequate remedy at law, and that, in the event of such breach, Williamson County may be entitled to injunctive relief and/or a decree for specific performance, in addition to all such other and further relief as may be available at law, in equity, or otherwise.

E. Survival of Confidentiality. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

8. **CONFLICT OF INTEREST; BUSINESS ETHICS.** Broker shall disclose to Williamson County in writing if Broker represents any other party involved in transaction with Williamson County or if Broker has any financial interest in any property in which Williamson County has an interest in purchasing. If the event of such a conflict, Williamson County shall have the right to request a different Broker represent Williamson County in such a transaction, or Willaimson County may allow Broker to continue its representation subject to the ethical obligations of an intermediary broker.

9. **DELIVERABLES.** For any information or other deliverables requested by and/or delivered to Williamson County in connection with Services pursuant to this Agreement ("Deliverables"), Broker does hereby, without reservation, irrevocably sell, assign, grant, transfer and convey to Williamson County, its successors and assigns, Broker's entire right, title and interest (past, present, future, and throughout the world) in and to such Deliverables.

10. **WARRANTY.** Broker warrants that it will perform all Services performed in connection with this Agreement with due diligence and in full compliance with the highest professional standards of practice in the industry. Broker shall perform Services in compliance with all laws, and, if any licenses or permits are required for Broker to perform the Services, Broker warrants that it shall maintain such licenses or permits.

11. **INDEMNIFICATION.** BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, LIABILITIES, ASSESSMENTS, PENALTIES, LOSSES, DEMANDS, DAMAGES, COSTS (INCLUDING COURT COSTS), ATTORNEYS' FEES, EXPENSES, OR INTEREST PAYMENTS THAT WILLIAMSON COUNTY MAY AT ANY TIME INCUR BY REASON OF ANY DEMAND, PROCEEDING, ACTION, SUIT OR CLAIM BROUGHT AGAINST WILLIAMSON COUNTY BY ANY NON-PARTY OR ANY INDIVIDUAL ARISING FROM OR RELATING TO AN ACTUAL OR ALLEGED: (A) FAILURE BY BROKER TO SATISFY ANY ONE OR MORE OBLIGATIONS, REPRESENTATIONS, WARRANTIES OR COVENANTS UNDER

Docusign Envelope ID: 40E97B27-027C-40D8-BB76-9B1DE015D5E9

THIS AGREEMENT, (B) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE BROKER, OR ANY ONE OR MORE OF ITS EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, BROKERS, LICENSEES OR AGENTS, INCLUDING BUT NOT LIMITED TO ANY INDIVIDUAL, (C) CLAIM THAT ANY SOFTWARE OR DELIVERABLE PROVIDED BY BROKER INFRINGES ANY UNITED STATES PATENT, TRADEMARK OR COPYRIGHT OR IS CLAIMED TO BE A MISAPPROPRIATION OF A TRADE SECRET, OR (D) CLAIMS AND LIABILITY FOR ANY FEDERAL, STATE AND LOCAL TAXES, WORKERS' COMPENSATION, EMPLOYMENT BENEFITS, UNEMPLOYMENT COMPENSATION AND ANY OTHER EMPLOYMENT-RELATED OR OTHER CLAIMS BY, FOR, OR ON BEHALF OF ALL INDIVIDUALS PERFORMING SERVICES ON BEHALF OF BROKER UNDER ITS AGREEMENT. Williamson County shall promptly notify Broker of any such claim. Broker shall: (a) have the obligation to undertake the defense of such claim, process or other legal proceeding by representatives of its choosing, reasonably satisfactory to Williamson County, at Broker's expense; provided, however, that Williamson County may participate in the defense with counsel of its own choosing and at its own expense, and (b) pay any final judgment entered against Williamson County or any settlement agreement agreed to in writing by Broker on such issue in any such suit or proceeding. In the event Broker fails to defend such claim in good faith and diligently, Williamson County shall have the right to undertake the defense, compromise, or settlement or such claim on behalf of and for the account and risk of Broker and at Broker's expense.

12. **AUDIT.** Broker shall keep accurate and complete accounting records in support of all cost billings to Williamson County, including billings related to the Services, in accordance with generally accepted accounting principles and practices consistently applied. Williamson County and its audit representatives shall have the right at any reasonable time or times to examine, audit, and reproduce the records, vouchers, and their source documents that serve as the basis for compensation, other than compensation that is fixed in amount by this Agreement. Such documents shall be available for examination, audit, and reproduction by Williamson County and its representatives for three (3) years after completion of Broker's Services or earlier termination of this Agreement.

13. **ASSIGNMENT.** Broker shall not, without the prior written consent of Williamson County, assign, subcontract or transfer any obligation under this Agreement; however, Williamson County may assign this Agreement, without Broker's consent, to any non-party.

14. **GOVERNING LAW.** This Agreement shall be deemed entered into in Texas and shall be governed by and construed in accordance with the laws of the State of Texas, without reference to any rules of conflict of laws. With respect to any legal proceeding related to this Agreement, the parties hereby irrevocably agree to non-exclusive personal jurisdiction and venue of any state court within Williamson County, Texas.

15. **TAXES.** Broker is solely responsible for all taxes (federal, state, local) and other similar statutory obligations arising from, relating to, or in connection with any payment made to Broker by Williamson County, except for state or local sales taxes which must be included on Broker's invoices to Williamson County. BROKER SHALL DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS TO THE EXTENT

OF ANY OBLIGATION IMPOSED BY LAW ON WILLIAMSON COUNTY TO PAY ANY SUCH TAX.

16. **AMENDMENT.** This Agreement may only be amended by a writing signed by both Parties.

17. **SAFETY.** Broker shall take all necessary safety precautions and provide all necessary protection from damage, injury, or loss in performance of the Services.

18. **LEGAL CONSTRUCTION.** In the event that any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

19. **NOTICES.** Any notice related to this Agreement shall be in writing and delivered to the persons at the addresses below.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the sole agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.

21. **ELECTRONIC SIGNATURES.** This Agreement may be executed by facsimile or scanned and electronically transferred signatures. A copy of this Agreement bearing such a signature(s) shall have the same force and effect as an original agreement with inked original signatures. Once signed, any copy of this Agreement made by reliable means (e.g. photocopy, scan, facsimile) is considered an original.

| | |
|---|---|
| Broker: Brinegar Interests LLC<br>D/B/A Brinegar Properties | Williamson County, Texas |
| By: Brentley Brinegar | By: _____ |
| Name: Brentley Brinegar<br>DocuSigned by:<br>1CFC35EFC67F449... | Name: _____ |
| Title: Broker/Owner | Title: As Presiding Officer<br>of the Williamson County<br>Commissioners Court |
| Date: July 17, 2025 | Date: _____, 20___ |

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 08/05/2025

Bickerstaff engagement agreement (Smith)

**Submitted By:** Shannon Francis, General Counsel

**Department:** General Counsel

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County and William Russell Barrett in relation to the matter of Cause No. 25-1798-C26; Derrick Smith v. Williamson County, Texas, et al.; In the 26th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4), and finding that funding such agreement as to William Russell Barrett serves a public interest and not merely a private interest, and that any alleged act or omission of said party in relation to the allegations asserted in this lawsuit was performed while acting in good faith and within the scope of his official duties as a Williamson County employee.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Agreement

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:56 AM |
| Form Started By: Shannon Francis | | Started On: 07/31/2025 11:20 AM |
| Final Approval Date: 07/31/2025 | | |

# Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

## ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County and William Russell Barrett.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters

or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

**AGREED TO AND ACCEPTED**

WILLIAMSON COUNTY AND WILLIAM RUSSELL BARRETT

By:_____

_____
[Printed name]

Title:_____

Date:_____

By:_____

_____
[Printed name]

Title:_____

Date:_____

cc: Billing Department

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By:_____
Gunnar P. Seaquist

# Exhibit A — Scope of Services

Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation of Williamson County and William Russell Barrett in auto liability case as well as any appeals or proceedings ancillary thereto.

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

# Exhibit B — Billing Rates

Bickerstaff Heath Delgado Acosta LLP

| TIMEKEEPER | 2024 Billing Rate |
|---|---|
| Albright, Stefanie | $385 |
| Arnold, Philip | $385 |
| Caputo, Cobby | $435 |
| Gonzalez, Vanessa | $400 |
| Heath, Bob | $510 |
| Katz, Joshua | $385 |
| Kimbrough, Chuck | $355 |
| Maxwell, Susan | $400 |
| Miller, Gregory | $385 |
| Rogers, Emily | $400 |
| Russell, Claudia | $395 |
| Seaquist, Gunnar | $385 |
| Than, Catherine | $400 |
| Weller, Steven | $395 |
| | |
| Kelley, Kimberly | $310 |
| Labashosky, Sara | $320 |
| Robinson, Lori | $335 |
| | |
| Caroom, Doug | $470 |
| Delgado, Hector | $455 |
| Dugat, Bill | $405 |
| Falk, Syd | $470 |
| Pagan, Kevin | $420 |
| | |
| Legal Assistants/Specialists | $210 |
| McCall, Sherry | $260 |

# Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is $0.15 per page. Color copies and prints are charged at a standard rate of $0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at $50 for each 34 x 44 inch map and $20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

## EXHIBIT D—VERIFICATIONS
## Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. Pursuant to Texas Government Code Chapter 2271, as amended, the Firm verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2. Pursuant to Texas Government Code, Chapter 2252, as amended, the Firm represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Firm does not (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 2270 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

3. Pursuant to Chapter 2276 of the Texas Government Code the Firm certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4. Pursuant to Chapter 2274 of the Texas Government Code, the Firm certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code. For purposes of this paragraph, "Company" is defined in Section 2274.001(2), Texas Government Code.

SIGNED BY: 

GUNNAR P. SEAQUIST

This Verification is incorporated and made a part of the Engagement Agreement between Bickerstaff Heath Delgado Acosta LLP and Client.

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 08/05/2025

2025-2026 Budget Presentation

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

**Department:** Budget Office

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Hear presentation from the Budget Officer on the 2025-2026 recommended budget.

**Background**

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

FY26 Budget Presentation

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:27 AM |
| Form Started By: Ashlie Holladay | | Started On: 07/30/2025 02:43 PM |
| Final Approval Date: 07/31/2025 | | |

# FY2026 EXPENDITURE RECOMMENDATIONS

BUDGET OFFICE AUGUST 5, 2025

# BUDGET PROCESS

TIMELINE OF EVENTS



# FY26 GENERAL FUND BUDGET

* Requested budget does not include compensation increases

2025

## Adopted Budget

$361,223,296

2026

## Requested Budget

$391,527,311

2026

## Recommended Budget

$375,657,616

% CHNG

## Change from Previous Year

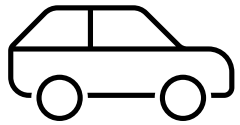
$14.4M or ~3.9%

# FY26 GENERAL FUND OPERATING HIGHLIGHTS



## Carryover
(FY23, FY24 & FY25)

**$6.84 Ambulances**
**$310K Chiller**



## Long Range Transportation Plan

**$7,000,000**



## Capital Improvement Projects

**$20,000,000**

# Operating Highlights Continued…

## EMS

- 33 Cardiac Monitors

6 year life

$2.6 M

## LAW ENFORCEMENT / CORRECTIONS

- Radio Replacement
  - Phase I - $4.24 M
- Taser Replacement
  - Year 2 of 3 $385K

# Operating Highlights Continued…

(NEW) District Court

$1.79 M

512th District Court – 3 FTEs

District Attorney – 8 FTEs

District Clerk – 1 FTE

Corrections – Conversion of 2 vacancies

Pretrial – 1 FTE

PARKS

- EXPO –
  - Install Wind/Sunscreens - $350K
  - Install Electric Motors on Roll-Up Doors $34K
- SWRP – Install Electric Gates - $25K
- RRCP – Replace Fencing $60K

# Investments in County Workforce

FY26 General Fund

New Personnel

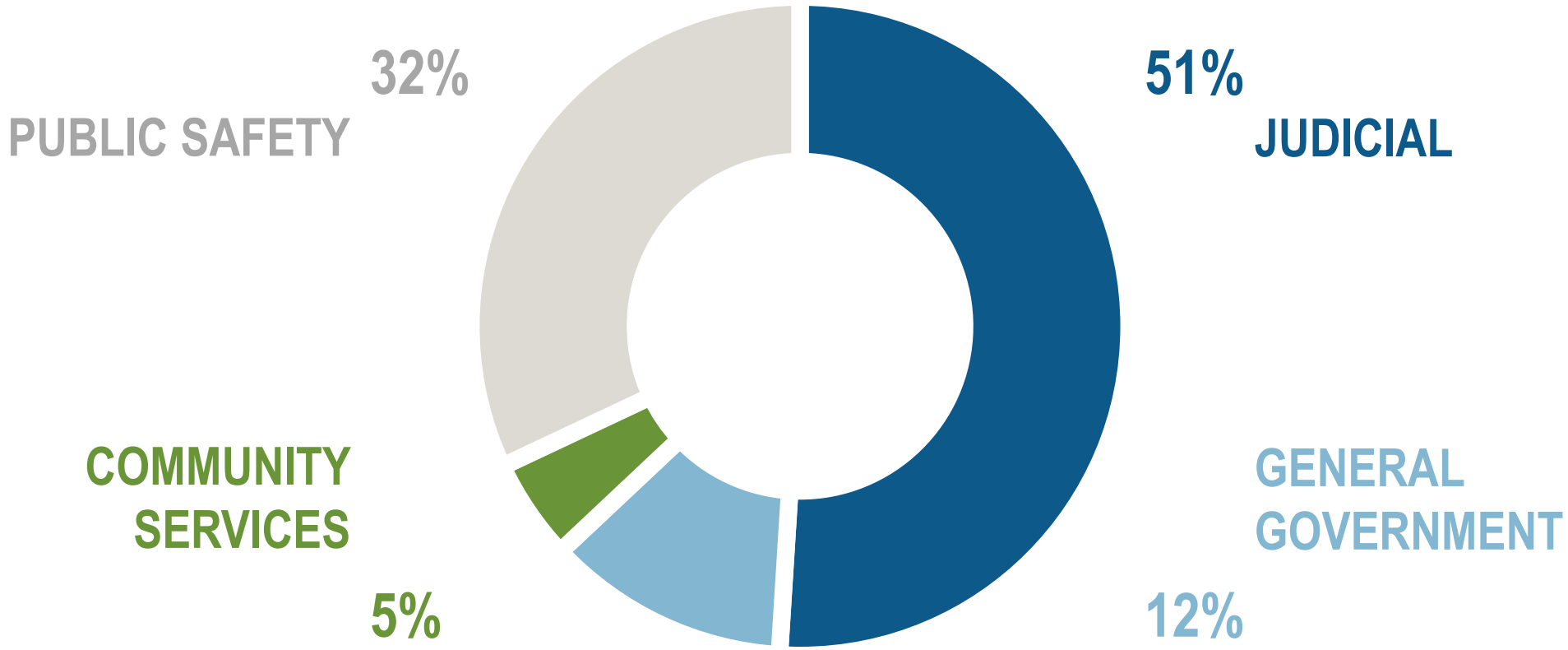
## Requested

- 114.5 FT Positions $17.3M
- 3 PT Positions $114,643

## Recommended

- 39.5 FT Positions $5.58M
- 1 PT to FT $27,513

# RECOMMENDED POSITIONS BY CATEGORY



# INVESTMENTS IN COUNTY WORKFORCE (continued)

FY26 GENERAL FUND COMPENSATION



LAW ENFORCEMENT

Increase to L&C Charts $4.868 M

Step Increase to L&C Chart $1M



CIVILIANS

Merit (2%) $2.076M

# INVESTMENTS IN COUNTY WORKFORCE (continued)

FY26 GENERAL FUND




## EMPLOYER RETIREMENT

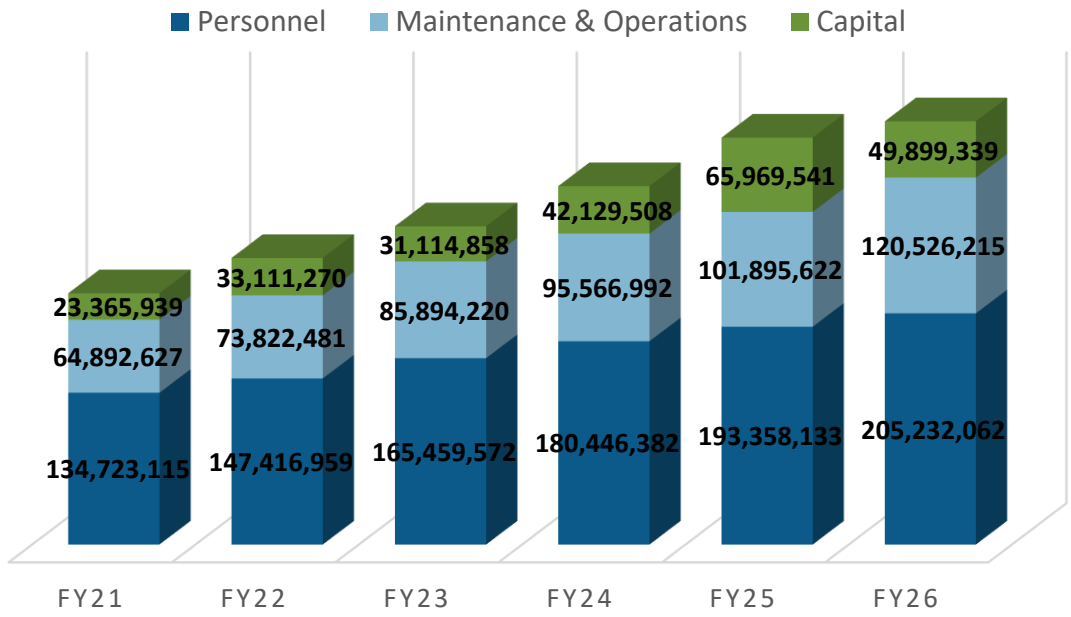
- Current rate 16.05%
- Proposed Rate 15%
- Decrease of $1.47M

## EMPLOYER INSURANCE

- Current Rate $9,720 PP
- Proposed Rate $10,128 PP
- Increase of $1.12M

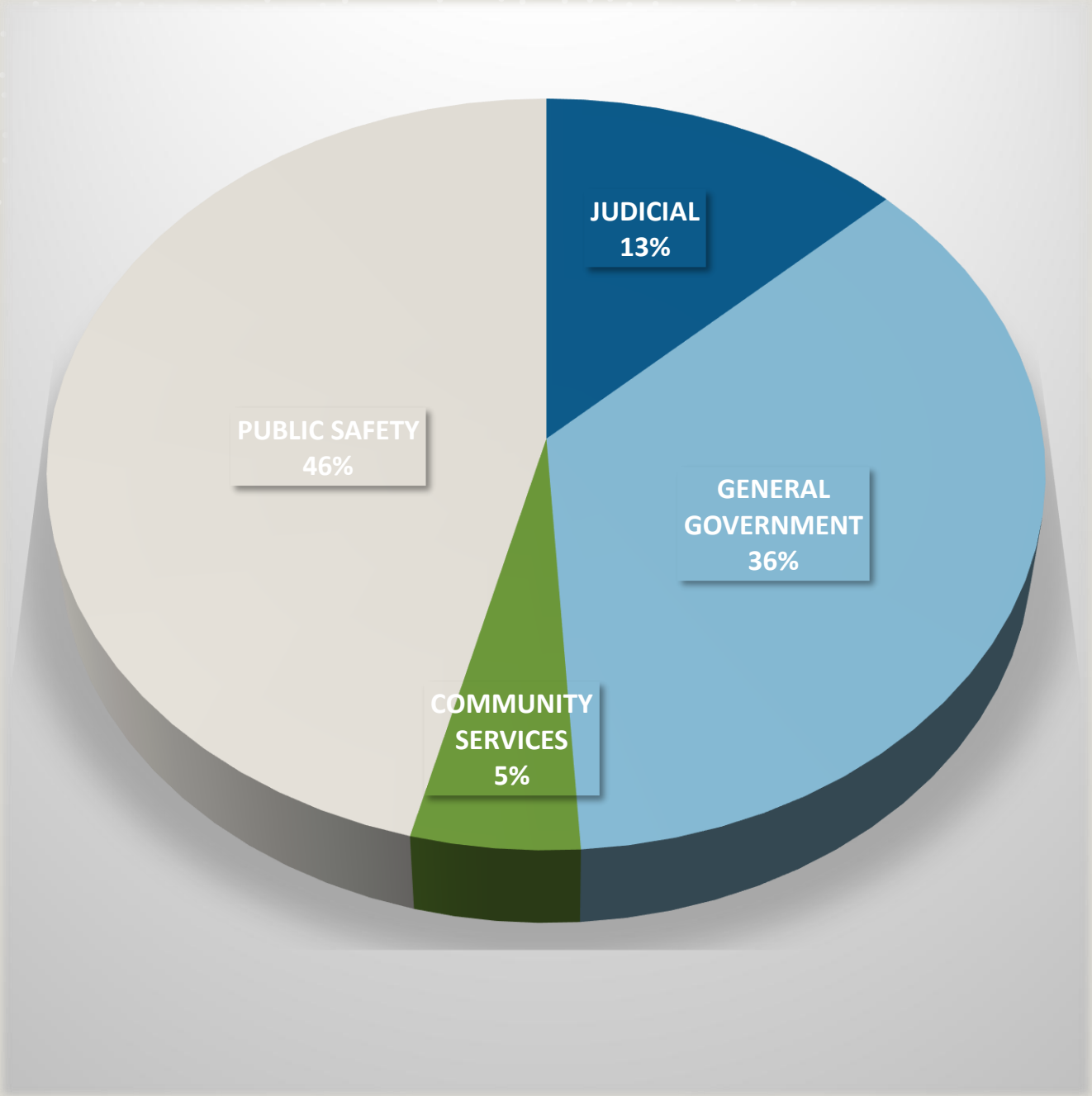
# FY26 GENERAL FUND – BUDGET HISTORY

FY26 is Proposed Only and Not Final Until Adoption by the Commissioners Court on August 26th, 2025






# FY26 RECOMMENDED BUDGET BY CATEGORY






# FY26 ROAD & BRIDGE FUND BUDGET

# FY26 ROAD & BRIDGE FUND

## NEW PERSONNEL



REQUESTED

11 FTE - $1.9 M



RECOMMENDED

4 FTE - $383K

WILCO TEXAS

# FY26 ROAD & BRIDGE FUND COMPENSATION



## COMPENSATION

- 2% MERIT  $287K

## FRINGE

- EMPLOYER RETIREMENT
  - 16.05% → 15.00% (Decrease of $123K)
- EMPLOYER INSURANCE
  - $9,720 → $10,128 (Increase of $107K)

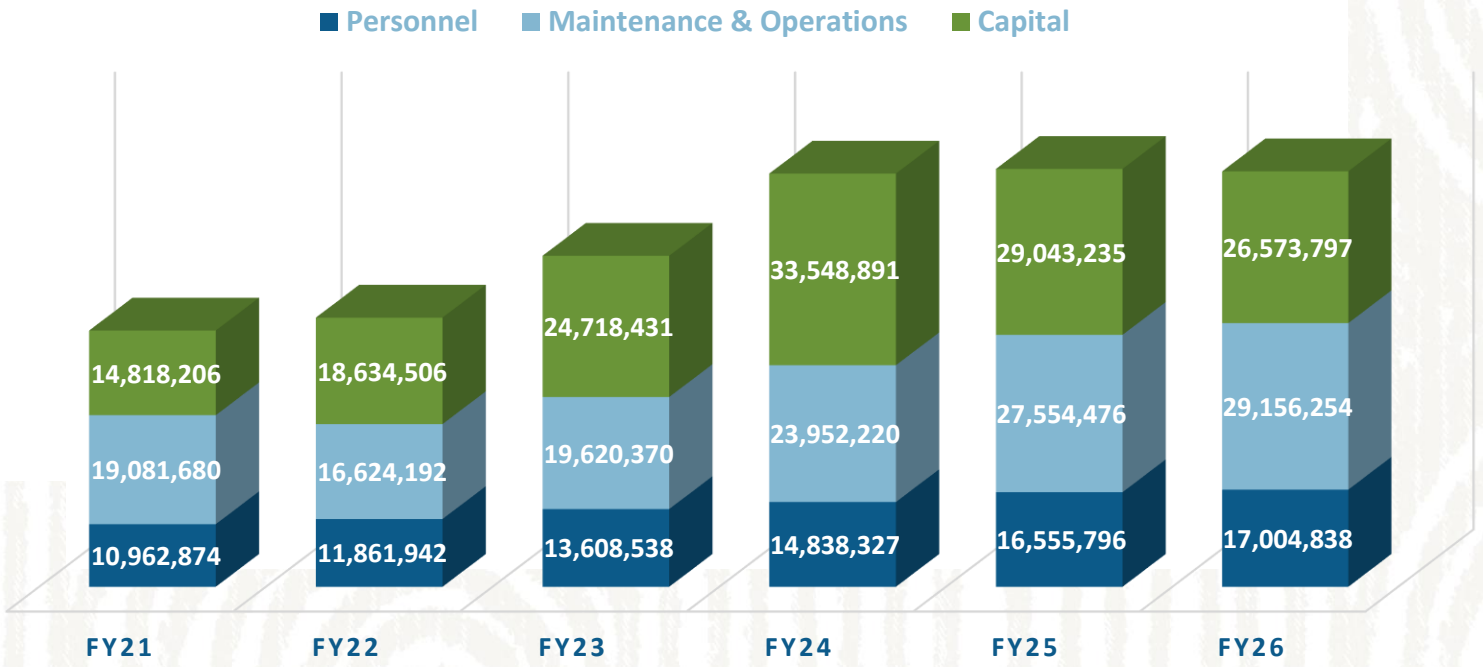
# FY26 ROAD & BRIDGE FUND




## HIGHLIGHTS:

- Long Range Transportation Plan
  - $5 M
- Heavy Equipment / Vehicle Replacement
  - $1.1 M
- On going Capital Projects
  - $19.69 M

# FY26 ROAD & BRIDGE FUND




FY26 is Proposed Only and Not Final Until August 26th, 2025

# DEBT SERVICE FUND




RECOMMENDATION

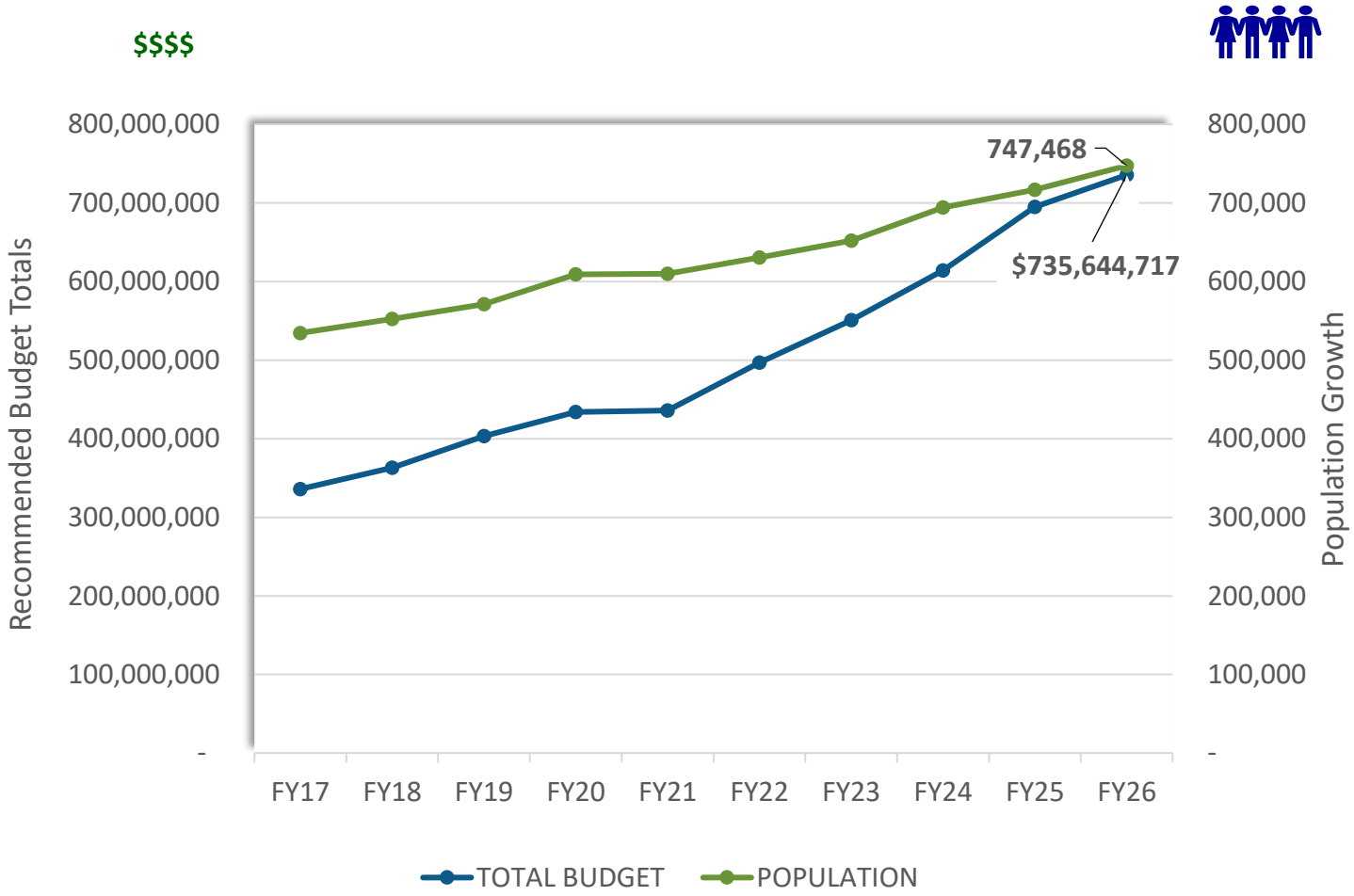
$222,704,539

DEBT DEFEASANCE

$20 M

# FY26 BUDGET VS POPULATION

* Population Totals as projected by Texas Data Center



# What's Next…

Budget Modification Voting Sessions

- August 12th, 2025
- August 19th, 2025

Capital Workshops

- October 7th, 2025
- October 21st, 2025

# FY 26 Budget

## QUESTIONS / COMMENTS?




Ashlie Holladay
Budget Officer

Budget Office,
Williamson County

710 Main Street
Suite 101
Georgetown, Texas 78626

www.wilcotx.gov

Phone: (512) 943-1550

Email: ashlie.holladay@wilcotx.gov




**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 08/05/2025

Tax Assessor/Collector

**Submitted For:** Larry Gaddes **Submitted By:** Larry Gaddes, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Hear a presentation from the Williamson County Tax Assessor/Collector on the 2025 certified no-new-revenue and voter-approval tax rates.

### Background

Presentation to the Commissioner's Court of 2025 certified no-new-revenue and voter-approval tax rates for Williamson County.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

2025 Tax Rate Presentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 08/01/2025 08:33 AM |
| Form Started By: Larry Gaddes | | Started On: 07/27/2025 10:33 PM |
| Final Approval Date: 08/01/2025 | | |

# Certified No-New-Revenue and Voter-Approval Tax Rates

Tax Year 2025

Current 2024 Tax Rate

- **$0.399999**

2025 No-New-Revenue Rate

- **$0.379724**

2025 Voter-Approval Rate

- **$0.413776**

# Questions?

**Larry Gaddes**
**Williamson County**
**Tax Assessor/Collector**

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 08/05/2025

2025-2026 Fiscal Year Revenue Estimates

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

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

---

## Information

**Agenda Item**

Discuss and hear a presentation from the County Auditor's Office regarding Revenue estimates for the 2025-2026 Fiscal Year Budget.

**Background**

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

2026 Revenue Estimates

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:56 AM |
| Form Started By: Ganae Hempe | | Started On: 07/30/2025 08:53 AM |
| Final Approval Date: 07/31/2025 | | |

# 2026 REVENUE ESTIMATES

| | No New Revenue Rate | Voter Approval Rate | Current Rate |
|---|---|---|---|
| **General Fund** | | | |
| | (0.193415/$100) | (0.222547/$100) | (0.211770/$100) |
| Tax Levy | $266,324,515 | $304,252,789 | $290,364,713 |
| Other Revenue | $65,835,203 | $65,835,203 | $65,835,203 |
| | $332,159,718 | $370,087,992 | $356,199,916 |
| **Road & Bridge** | | | |
| | (0.042409/$100) | (0.044329/$100) | (0.044329/$100) |
| Tax Levy | $59,664,235 | $62,160,140 | $62,160,140 |
| Other Revenue | $10,396,900 | $10,396,900 | $10,396,900 |
| | $70,061,135 | $72,557,040 | $72,557,040 |
| **Debt Service** | | | |
| | (0.143900$100) | (0.146900/$100) | (0.143900/$100) |
| Tax Levy | $198,144,392 | $200,832,789 | $197,305,955 |
| Other Revenue | $1,553,383 | $1,553,383 | $1,553,383 |
| Transfer – Pass Through | $23,000,000 | $20,310,000 | $23,840,000 |
| | $222,697,775 | $222,696,172 | $222,699,338 |

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 08/05/2025

Tax Assessor/Collector

**Submitted For:** Larry Gaddes **Submitted By:** Larry Gaddes, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action, to include a record vote, on a proposed TOTAL maximum tax rate for the Williamson County and Road and Bridge funds.

### Background

Take a RECORD VOTE on a TOTAL proposed tax rate for the 2025 tax year. The proposed tax rate will represent the sum of the M&O, Debt, and R/FM tax rates. The current 2024 total tax rate for all three funds is $0.399999.

## 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 | 08/01/2025 08:33 AM |
| Form Started By: Larry Gaddes | | Started On: 07/27/2025 10:40 PM |
| Final Approval Date: 08/01/2025 | | |

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 08/05/2025

Tax Assessor/Collector

**Submitted For:** Larry Gaddes **Submitted By:** Larry Gaddes, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Regular Agenda Items

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action to schedule a date and time to hold a public hearing before adopting the tax rate if the proposed tax rate exceeds the no-new-revenue rate of

### Background

If the proposed 2025 total tax rate for GWI and R/FM exceeds the no-new-revenue rate of $0.379724, the court is required to schedule a public hearing prior to adopting the tax rate.

---

## 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 | 08/01/2025 08:33 AM |
| Form Started By: Larry Gaddes | | Started On: 07/27/2025 10:48 PM |
| Final Approval Date: 08/01/2025 | | |

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 08/05/2025

Approval of Renewal #1 for JM Engineering, LLC contract-24RFP30-Providing HVAC maintenance services for Williamson County buildings for Facilities Management

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on Renewal #1 for Contract #24RFP30 with JM Engineering, LLC., to provide HVAC maintenance services for Williamson County buildings, for the same terms and conditions as the original agreement but with an anticipated price increase, for the term of October 1, 2025, through September 30, 2026.

**Background**

This is the first renewal of the awarded Contract #24RFP30 with JM Engineering, LLC. The original contract was approved by the Commissioners Court on April 9, 2024 (Agenda Item #57), for the term of April 9, 2024, through September 30, 2025, to provide HVAC maintenance services for Williamson County buildings. Renewal #1 is proposed for FY26, covering the period of October 1, 2025, through September 30, 2026. The renewal will continue under the same terms and conditions as the original contract, but with an anticipated increased price for labor rates. JM Engineering, LLC has confirmed that the markup will remain at 20%. The Facilities Management Department requested Renewal #1 and confirmed the vendor has met all the County requirements for this contract. Funding Source: 01.0100.0509.004510 and 01.0100.0509.004509. Point of Contact: Shantil Moore.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Renewal 1

Form 1295

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 01:58 PM |
| Form Started By: Cheryl Johnson | | Started On: 07/03/2025 02:52 PM |
| Final Approval Date: 07/30/2025 | | |

# Summary Agreement for Renewal of Williamson County Contract
## Price Amendment

| | | | |
|---|---|---|---|
| **Contract Number:** | 24RFP30 | **Department:** | Facilities Management |
| **Vendor Name:** | JM Engineering, LLC | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| HVAC Maintenance and Repair Services | | | |
| **Type of Contract:** | RFP | **Start Date:** | October 01, 2025 |
| **Purchasing Contact:** | Cheryl Johnson | **End Date:** | September 30, 2026 |
| **Department Contact:** | Shantil Moore | | |

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) but with the same terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period October 01, 2025 - September 30, 2026
Initial Contract Period April 09, 2024 - September 30, 2025

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE**

Vendor JM Engineering, LLC

Name Jay Weinberger

Title Vice President

Signature Jay Weinberger

Date July 9, 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 29 2025 Time: 10:39 am

JME

1314 Hillridge Drive, Round Rock, Texas 78665
Phone: 512-614-0226 Email: jay@jm-engineer.com

July 28, 2025

Williamson County
Ms. Cheryl Johnson
100 Wilco Way
Georgetown, Texas 78626

**Subject: Request for Economic Price Adjustment to Labor Rates on Williamson County HVAC Maintenance and Repair Services Contract No. 24RFP30 for JM Engineering, LLC**

Based on the US Bureau of Labor Statistics PPI Industry Data, JM Engineering requests an Economic Price Adjustment to the contract labor rates to become effective on the upcoming renewal date of October 1, 2025. Provided as Attachment A to this letter is the Economic Price Adjustment Calculation that includes the Change Factor and Adjusted Pricing. Please review the Attachment A and advise next steps to execute the optional extension with the newly adjusted Labor Rate.

Please do not hesitate to give me a call at 512-614-0226 or email if you have any questions. Thank you.

Sincerely,
**JM Engineering, LLC**

Jay Weinberger
Vice President

Attachment A – Economic Price Adjustment Calculation
US Bureau of Labor Statistics Data

**ATTACHMENT A**
**Economic Price Adjustment Calculation**
**Williamson County**
**Contract No: 24RFP30**
**JM Engineering, LLC**
**28-Jul-25**

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

| | |
|---|---|
| Index at time of calculation (May 2025) | **179.007** |
| Divided by index on solicitation close date (February 20, 2024): | **141.634** |
| Equals Change Factor (Change Factor limited to 5% threshold): | **1.263870257** |
| Multiplied by the Base Rate: | *See Table Below* |
| Equals the Adjusted Price: | *See Table Below* |

| PERSONNEL LEVEL | BASE PRICE | ADJUSTED PRICE (Limited to 5%) |
|---|---|---|
| 1. Supervisor / Project Manager | $ 109.00 | **$ 114.45** |
| 2. HVAC Journeyman Technician | | |
| a. Regular Hours (6 am – 6pm) | $ 98.00 | **$ 102.90** |
| b. After Regular Hours (6:01 pm – 5:59 am) | $ 121.00 | **$ 127.05** |
| c. Weekends or County approved Holidays | $ 121.00 | **$ 127.05** |
| d. Emergency Response during Regular Hours (6 am – 6 pm) | $ 121.00 | **$ 127.05** |
| e. Emergency Response after Regular Hours (6:01 pm – 5:50 am) | $ 121.00 | **$ 127.05** |
| f. Emergency Response on Weekends or Approved Holidays | $ 121.00 | **$ 127.05** |
| 3. HVAC Apprentice Technician | | |
| a. Regular Hours (6 am – 6pm) | $ 72.86 | **$ 76.50** |
| b. After Regular Hours (6:01 pm – 5:59 am) | $ 89.10 | **$ 93.56** |
| c. Weekends or County approved Holidays | $ 89.10 | **$ 93.56** |
| d. Emergency Response during Regular Hours (6 am – 6 pm) | $ 89.10 | **$ 93.56** |
| e. Emergency Response after Regular Hours (6:01 pm – 5:50 am) | $ 89.10 | **$ 93.56** |
| f. Emergency Response on Weekends or Approved Holidays | $ 89.10 | **$ 93.56** |
| 4. Sheet Metal Journeyman Technician | | |
| a. Regular Hours (6 am – 6pm) | $ 71.08 | **$ 74.63** |
| b. After Regular Hours (6:01 pm – 5:59 am) | $ 101.25 | **$ 106.31** |
| c. Weekends or County approved Holidays | $ 101.25 | **$ 106.31** |
| d. Emergency Response during Regular Hours (6 am – 6 pm) | $ 101.25 | **$ 106.31** |
| e. Emergency Response after Regular Hours (6:01 pm – 5:50 am) | $ 101.25 | **$ 106.31** |
| f. Emergency Response on Weekends or Approved Holidays | $ 101.25 | **$ 106.31** |
| 5. Sheet Metal Apprentice Technician | | |
| a. Regular Hours (6 am – 6pm) | $ 51.28 | **$ 53.84** |
| b. After Regular Hours (6:01 pm – 5:59 am) | $ 76.91 | **$ 80.76** |
| c. Weekends or County approved Holidays | $ 76.91 | **$ 80.76** |
| d. Emergency Response during Regular Hours (6 am – 6 pm) | $ 76.91 | **$ 80.76** |
| e. Emergency Response after Regular Hours (6:01 pm – 5:50 am) | $ 76.91 | **$ 80.76** |
| f. Emergency Response on Weekends or Approved Holidays | $ 76.91 | **$ 80.76** |
| 6. Pipe Fitter Technician | | |
| a. Regular Hours (6 am – 6pm) | $ 120.75 | **$ 126.79** |
| b. After Regular Hours (6:01 pm – 5:59 am) | $ 241.50 | **$ 253.58** |
| c. Weekends or County approved Holidays | $ 241.50 | **$ 253.58** |
| d. Emergency Response during Regular Hours (6 am – 6 pm) | $ 120.75 | **$ 126.79** |
| e. Emergency Response after Regular Hours (6:01 pm – 5:50 am) | $ 241.50 | **$ 253.58** |
| 7. Other Technicians – Journeyman Electrician | | |
| a. Regular Hours (6 am – 6pm) | $ 87.84 | **$ 92.23** |
| b. After Regular Hours (6:01 pm – 5:59 am) | $ 108.24 | **$ 113.65** |
| c. Weekends or County approved Holidays | $ 108.24 | **$ 113.65** |
| d. Emergency Response during Regular Hours (6 am – 6 pm) | $ 108.24 | **$ 113.65** |
| e. Emergency Response after Regular Hours (6:01 pm – 5:50 am) | $ 108.24 | **$ 113.65** |
| f. Emergency Response on Weekends or Approved Holidays | $ 108.24 | **$ 113.65** |
| g. Regular Hours (6 am – 6pm) | $ 87.84 | **$ 92.23** |

# Databases, Tables & Calculators by Subject

Special Notices 4/25/2024

**Change Output Options:** From: 2015 To: 2025 GO

include graphs include annual averages More Formatting Options

Data extracted on: July 3, 2025 (5:18:08 PM)

**PPI Industry Data**

**Series Id:** PCU8113108113108
**Series Title:** PPI industry data for Commercial machinery repair and maintenance-Maintenance and repair services for general purpose machinery, not seasonally adjusted
**Industry:** Commercial machinery repair and maintenance
**Product:** Maintenance and repair services for general purpose machinery
**Base Date:** 201312

**Download:** xlsx

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 2015 | 100.5 | 100.5 | 101.1 | 101.7 | 101.7 | 101.7 | 101.9 | 101.9 | 101.9 | 101.9 | 101.9 | 101.9 |
| 2016 | 101.9 | 103.8 | 103.8 | 103.5 | 103.6 | 103.6 | 103.6 | 103.6 | 103.7 | 103.7 | 103.7 | 103.7 |
| 2017 | 103.7 | 103.7 | 103.9 | 103.9 | 104.5 | 104.5 | 104.6 | 104.6 | 104.6 | 104.6 | 104.6 | 104.6 |
| 2018 | 104.6 | 105.9 | 105.9 | 105.9 | 105.9 | 105.9 | 108.3 | 108.3 | 108.3 | 108.3 | 108.3 | 108.3 |
| 2019 | 108.3 | 110.1 | 110.1 | 110.1 | 110.1 | 110.1 | 110.1 | 110.1 | 110.1 | 110.1 | 110.1 | 110.1 |
| 2020 | 112.7 | 114.6 | 114.6 | 114.6 | 114.6 | 115.3 | 115.3 | 115.3 | 117.5 | 117.5 | 117.5 | 117.5 |
| 2021 | 118.8 | 118.8 | 120.2 | 120.2 | 120.2 | 120.2 | 123.171 | 123.171 | 123.171 | 123.171 | 125.612 | 125.612 |
| 2022 | 125.612 | 128.679 | 131.752 | 132.466 | 132.680 | 132.759 | 132.759 | 132.678 | 136.298 | 136.509 | 136.509 | 136.509 |
| 2023 | 136.509 | 136.509 | 138.319 | 138.319 | 139.151 | 139.151 | 139.151 | 139.151 | 139.151 | 139.151 | 139.151 | 139.151 |
| 2024 | 142.848 | 141.634 | 141.634 | 141.634 | 142.110 | 150.343 | 150.343 | 148.358 | 153.638 | 153.638 | 151.506 | 151.506 |
| 2025 | 164.762 | 166.881(P) | 179.007(P) | 179.007(P) | 179.007(P) | | | | | | | |

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

# 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:**
2025-1332386

**Date Filed:**
07/03/2025

**Date Acknowledged:**
07/08/2025

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

JM Engineering, 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.**

24RFP30
Providing HVAC maintenance services for Williamson County Buildings.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| JM Engineering, LLC | 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)

# 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:**
2025-1332386

**Date Filed:**
07/03/2025

**Date Acknowledged:**

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

JM Engineering, 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.**

24RFP30
Providing HVAC maintenance services for Williamson County Buildings.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| JM Engineering, LLC | Austin, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[redacted] ☐

6 [redacted]

[redacted]

Signatu[redacted]tracting business entity

[redacted]

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 08/05/2025

Approval of Master Service Agreement #2025252 with Automated Logic Contracting Services, Inc. for HVAC Supplies, Equipment and Installation Facilities Management

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement #2025252, between Williamson County and Automated Logic Contracting Services, Inc. in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) pursuant to BuyBoard Cooperative Contract #720-23 and authorize execution of the agreement.

### Background

This Master Service Agreement between Williamson County and Automated Logic Contracting Services, Inc. is to be able to utilize the vendor for services as they arise for HVAC Equipment, Supplies, and Installation of HVAC Equipment at various Williamson County Facilities. The contract number for BuyBoard is #720-23. No pricing sheet for this MSA. Scope of Work (SOW) with quoted amount to be verified by COOP vendor, which will be supplied by PO request as needed. This MSA will be valid as of October 1, 2025, through November 30, 2026. The funding source is 01.0100.0509.004510, Origination #2839 and the point of contact is Shantil Moore.

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Master Service Agreement

Form 1295 Automated Logic Contracting Services, Inc. Complete

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 09:35 AM |
| Form Started By: Michelle McKinney | | Started On: 07/25/2025 12:14 PM |
| Final Approval Date: 07/31/2025 | | |

**THE STATE OF TEXAS §**

**COUNTY OF WILLIAMSON §**

# MASTER SERVICES AGREEMENT
# WITH
# AUTOMATED LOGIC CONTRACTING SERVICES, INC.

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

THIS MASTER SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Automated Logic Contracting Services, Inc.** (hereinafter "Service Provider") both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services to be provided include HVAC equipment, supplies, and installation of HVAC equipment at various Williamson County Facilities. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

## II.

**Goods:** Service Provider shall supply the County with HVAC equipment, supplies and related goods described in each SOW provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

**III.**

**Effective Date and Term:** This Contract shall be in full force and effect when signed by all parties and shall begin October 1, 2025, and continue through November 30, 2026. Unless terminated sooner pursuant to paragraph XXI below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for additional fiscal years, by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

**IV.**

**On-Site Representative for Work Monitoring:** The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

**V.**

**Labor, Materials, Tools & Misc. Items:** Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

**VI.**

**Compliance With All Laws:** Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

## VII.

**Duty To Report Problems:** Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

## VIII.

**Cleaning Up:** Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

## IX.

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

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE

THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

**X.**

**Service Provider's Employees:** Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

**XI.**

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum for specific projects as defined in the SOW's and in accordance with BuyBoard Cooperative Agreement Contract No. 720-23. The not-to-exceed amount under this Agreement is **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year. For purposes of this Agreement, the County's fiscal year shall be October 1st to September 30th.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

In the event that an error appears on an invoice submitted by Service Provider, County shall notify Service Provider of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Service Provider, Service Provider shall be

entitled to receive interest on the unpaid balance of the invoice submitted by Service Provider beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Service Provider shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

**XII.**

**The County's Decision to Withhold Payment:** The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

**XIII.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this MSA is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| Type of Coverage | Limits of Liability |
|---|---|
| a. Worker's Compensation | Statutory |
| b. Employer's Liability | |
| Bodily Injury by Accident | $500,000 Ea. Accident |
| Bodily Injury by Disease | $500,000 Ea. Employee |
| Bodily Injury by Disease | $500,000 Policy Limit |

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | No aggregate limit | |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage, or any other type of insurance coverage held by the County.

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

## XIV.

**No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

**XV.**

**Warranty:** Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

**XVI.**

**Taxes**: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

**XVII.**

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

**XVIII.**

**No Assignment:** Service Provider may not assign this Agreement.

**IXX.**

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

**XX.**

**Confidentiality:** Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

**XXI.**

**Termination:** This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

## XXII.

**Right of Funds:** Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

## XXIII.

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

## XXIV.

**Notice:** Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

**WILLIAMSON COUNTY:**
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

**SERVICE PROVIDER**
Automated Logic Contracting
Services, Inc.
13995 Pasteur Boulevard
Palm Beach Gardens, FL 33418

## XXV.

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

## XXVI.

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

## XXVII.

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

## XXVIII.

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

A. This Agreement, its Exhibits and any amend amendments agreed to by both parties (if any);
B. Statements of Work issued under the Agreement;
C. BuyBoard Cooperative Agreement Contract No. 720-23, incorporated by reference; and
D. Insurance certificates evidencing coverages required herein above.

In the event a dispute arises between terms and conditions of this (1) Agreement, its exhibits and amendments (if any); (2) a SOW issued under the Agreement; and (3) the cooperative contract set forth above; applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any), (2) the SOW issued under the Agreement; and (3) the cooperative contact set forth above.

## XXIX.

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

[SIGNATURE PAGE TO FOLLOW]

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

**Williamson County:**

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

**Automated Logic Contracting Services, Inc.:**

Jose Vazquez
Digitally signed by: Jose Vazquez
DN: CN = Jose Vazquez email = jose.vazquez1@carrier.com C = US O = Sales OU = Automated Logic
Date: 2025.07.15 08:07:41 -05'00'

_____
Authorized Signature

Jose Vazquez
Printed Name

Dated: July 15, _____, 20 25

**Approved as to Legal Form**
**JACQUELINE LENTZ**
**General Counsel, Commissioners Court**
Date: Jul 25 2025 Time: 11:21 am



**Reviewed by Contract Audit**
**SARA GREER, CGAP**
**Contract Auditor**
**Williamson County Auditor's Office**
Date: Jul 15 2025 Time: 9:22 am

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1325484

**Date Filed:**
06/17/2025

**Date Acknowledged:**

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

Automated Logic Contracting Services, Inc.
Austin, TX United States

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

Williamson County

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

2025252
Building Automation and Control, Plumbing, heating and air conditioning contractors

| 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 Jose Vazquez, and my date of birth is [redacted].

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

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

Executed in Bexar County, State of Texas, on the 17 day of June (month), 25 (year).

Digitally signed by: Jose Vazquez
com C = US O = Sales OU = Automated Logic
Date: 2025.06.17 13:52:09 -05'00'

Jose Vazquez

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:**
2025-1325484

**Date Filed:**
06/17/2025

**Date Acknowledged:**
07/02/2025

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

Automated Logic Contracting Services, Inc.
Austin, TX United States

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

Williamson County

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

2025252
Building Automation and Control, Plumbing, heating and air conditioning contractors

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

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

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 08/05/2025

Approval of Renewal #1 of Contract #23RFP101 – Solid Waste and Recycling Services Agreement between Texas Disposal Systems, Inc. and Williamson County

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on Renewal #1 for Contract #23RFP101 with Texas Disposal Systems, Inc., to provide Solid Waste and Recycling Services for Williamson County, for the same annual amount of $139,400.28 with the same terms and conditions as the original agreement, for the term of October 1, 2025, through September 30, 2026.

### Background

This Renewal #1 of Contract #23RFP101 is for Solid Waste and Recycling Services Agreement between Texas Disposal Systems, Inc. and Williamson County. The initial term of the agreement is November 21, 2023, through September 30, 2025. Renewal terms allow for twelve (12) month increments for up to an additional forty-eight (48) months. The original agreement was approved by Commissioners Court on November 21, 2023, Agenda Item #72. Renewal #1 is proposed under the same pricing, terms, and conditions as the existing contract. The Facilities Management Department requested Renewal #1 and confirmed the vendor has met all the County requirements for this contract. Funding source: 01.0100.0509.004430. Point of contact: Shantil Moore.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Renewal 1

Original Agreement

Form 1295

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:01 AM |
| Form Started By: Cheryl Johnson | | Started On: 07/29/2025 12:02 PM |
| Final Approval Date: 07/31/2025 | | |

# Summary Agreement for Renewal of Williamson County Contract

| | | | |
|---|---|---|---|
| **Contract Number:** | 23RFP101-RFP | **Department:** | Facilities Management |
| **Vendor Name:** | Texas Disposal Systems, Inc | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| Solid Waste and Recycling Services for Williamson County, Texas | | | |
| **Type of Contract:** | RFP | **Start Date:** | October 01.2025 |
| **Purchasing Contact:** | Cheryl Johnson | **End Date:** | September 30,2026 |
| **Department Contact:** | Shantil Moore | | |

- **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 Renewal 1 October 01.2025 to September 30,2026 Initial Contract Period Initial Term November 21, 2023, to September 30,2025

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE**

Vendor Texas Disposal Systems, Inc.

Name Stefanie Quimby

Title Governmental Sales Supervisor

Signature Stefanie Quimby

Date 7.29.2025

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 29 2025 Time: 12:30 pm

# FY 23-26

| | | | Current Services | | | | | | | | | | | Respondent Price | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Building# | Building Name | Address | City | Qty | Container Size | Frequency Rate | Collection Week or Monthly | Type of Waste | Qty | Size | Frequency Rate | Collection Week or Monthly | Rental | Price Per Collection | Price Per Month | Annual % increase |
| 1005 | Round Rock A & B | 211 Commerce Cove | Round Rock | 1 | 8 cy | 2 | Week | Regular | 1 | 8 cy | 2 | Week | | $ 54.96 | $ 476.32 | N/A |
| 1008 | Sheriff Office & Jail | 508 S Rock Street | Georgetown | 1 | 30 y | 2 | Month | Compactor | 1 | 30 y | 2 | Month | $350 | $ 800.00 | $ 1,950.00 | N/A |
| 1009 | Justice Center | 405 MLK | Georgetown | | | 1 | Week | Recycling | 1 | 8 cy | 1 | Week | | $ 88.16 | $ 382.03 | N/A |
| 1026 | Central Maintenance Facilities | 3151 SE Inner Loop | Georgetown | 2 | 20 cy | 2 | Month | Roll-off | 2 | 20 cy | 2 | Month | | $ 725.00 | $ 2,900.00 | N/A |
| 1026 | Central Maintenance Facilities | 3151 SE Inner Loop | Georgetown | 1 | | 1 | Week | Recycling | 1 | 8 cy | 1 | Week | | $ 88.16 | $ 382.03 | N/A |
| 1032 | Cedar Park Annex | 350 Discovery Blvd | Cedar Park | 1 | 8 cy | 2 | Week | Regular | 1 | 8 cy | 2 | Week | | $ 54.96 | $ 476.32 | N/A |
| 1032 | Cedar Park Annex | 350 Discovery Blvd | Cedar Park | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1033 | Taylor Annex | 412 Vance Street | Taylor | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1043 | Inner Loop Annx | 301 SE Inner Loop | Georgetown | 1 | | 2 | Month | Recycling | 1 | 8 cy | 2 | Month | | $ 143.50 | $ 287.00 | N/A |
| 1062 | Hutto Condo | 321 Ed Schmidt Blvd | Hutto | 3 | 95 g | 1 | Week | Regular | 3 | 95 g | 1 | Week | | $ 28.94 | $ 376.22 | N/A |
| 1066 | Round Rock Jester | 1801 Old Settlers Blvd | Round Rock | 8 | 8 cy | 1 | Week | Regular | 8 | 8 cy | 1 | Week | | $ 43.39 | $ 1,504.19 | N/A |
| 1066 | Round Rock Jester | 1801 Old Settlers Blvd | Round Rock | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1073 | TX Ave/WCCHD | 355 Texas Avenue | Round Rock | 1 | 8 cy | 2 | Week | Regular | 1 | 8 cy | 2 | Week | | $ 54.96 | $ 476.32 | N/A |
| 1073 | TX Ave/WCCHD | 355 Texas Avenue | Round Rock | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1075 | Gun Range | W319Q (Gun Range) | Hutto | 1 | 8 cy | 1 | Week | Regular | 1 | 8 cy | 1 | Week | | $ 41.31 | $ 179.01 | N/A |
| 1075 | Sheriff Office Training Center | 8160 Chandler Road | Hutto | 1 | 8 cy | 1 | Week | Regular | 1 | 8 cy | 1 | Week | | $ 41.31 | $ 179.01 | N/A |
| 1078 | EMS Training | 3189 SE Inner Loop | Georgetown | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 180 | Georgetown Annex | 100 Wilco Way | Georgetown | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1081 | Liberty Hill Annex - CSCD | 3803 FM 1869 | Liberty Hill | 1 | 95 g | 1 | Week | Regular | 2 | 95 g | 1 | Week | | $ 28.94 | $ 250.81 | N/A |
| 1082 | Public Safety | 1781 E Old Settlers Blvd | Round Rock | 1 | 95 g | 1 | Week | Regular | 1 | 95 g | 1 | Week | | $ 28.94 | $ 125.41 | N/A |
| 1082 | Public Safety | 1781 E Old Settlers Blvd | Round Rock | 1 | | 1 | Week | Recycling | 1 | 8 cy | 1 | Week | | $ 88.16 | $ 382.03 | N/A |

**Proposed services shall meet or exceed current service**

Listed above are locations for immediate services

| | Monthly | Annual |
|---|---|---|
| Facilities Total: | $ 8,716.69 | $ 104,600.24 |
| CMF Total: | $ 2,900.00 | $ 34,800.00 |
| Total: | $ 11,616.69 | $ 139,400.24 |

| Trash | | |
|---|---|---|
| Size | Price Per Collection | Annual % increase |
| Cart | $ 28.94 | 0% |
| 3 cy | $ 31.38 | 0% |
| 4 cy | $ 34.62 | 0% |
| 6 cy | $ 41.31 | 0% |
| 8 cy | $ 43.38 | 0% |

| Roll-off | | |
|---|---|---|
| 10 cy | $ 574.00 | 0% |
| 20 cy | $ 725.00 | 0% |
| 30 cy | $ 818.00 | 0% |
| 40 cy | $ 910.00 | 0% |
| RO Rental* | $10 per day | 0% |
| RO Delivery * | $ 223.00 | 0% |
| Tons Over 6 | $ 85.00 | 0% |

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

| Recycle | | |
|---|---|---|
| Size | Price Per Collection | Annual % increase |
| Cart | $ 28.94 | 0% |
| 3 cy | $ 71.54 | 0% |
| 4 cy | $ 75.23 | 0% |
| 6 cy | $ 83.54 | 0% |
| 8 cy | $ 88.15 | 0% |

| Roll-off | | |
|---|---|---|
| 10 cy | $ 456.00 | 0% |
| 20 cy | $ 492.00 | 0% |
| 30 cy | $ 559.00 | 0% |
| 40 cy | $ 627.00 | 0% |
| RO Rental* | $10 per day | 0% |
| RO Delivery * | $ 223.00 | 0% |

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

| Organic Collection - Master Gardeners - bags only | |
|---|---|
| Call in service (as needed) | |
| Bag # | Price |
| 1 - 20 | $ 165.00 |
| 21 - 40 | $ 230.00 |
| 41 + | add $3.50 per additional bag |

1. Bulky items that the County collects, those can be taken to the Georgetown Transfer Station if it is convenient for you. The address and fee schedule can be found here: https://www.texasdisposal.com/gate-rates/
2. Regarding organics collection for the Master Gardeners, unfortunately the only way I have to service that would be the bag scenario that we discussed because I don't have organics dumpster routes in the area. The pricing would be as follows:
   a. Call in service (as needed): 1-20 bags = $165, 21-40 bags = +$65, and bags 41 and over = +3.50/bag

# WILLIAMSON COUNTY
# SERVICE CONTRACT
(Texas Disposal Systems Inc.)

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

**THIS SERVICES 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 Disposal Systems Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents** which are incorporated herein.

Should the County choose to add services in addition to those described in **Request for Proposal - 23RFP101 Solid Waste and Recycling Services and Service Provider's Responsive Documents,** 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. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure, if applicable.

## II.

**Effective Date and Term:** This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until September 30, 2025 ("Initial Contract Term").

At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to four (4) additional one-year terms, with the terms and conditions remaining the same. The total period of the Contract, including all renewals, will not exceed six (6) years.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in the **Service Fee Details** which is incorporated herein as **Exhibit A**.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| | **Type of Coverage** | **Limits of Liability** |
|---|---|---|
| a. | Worker's Compensation | Statutory |
| b. | Employer's Liability | |
| | Bodily Injury by Accident | $500,000 Ea. Accident |
| | Bodily Injury by Disease | $500,000 Ea. Employee |
| | Bodily Injury by Disease | $500,000 Policy Limit |

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | | No aggregate limit |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

## V.

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

## VI.

**INDEMNIFICATION:** SERVICE PROVIDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENT'S EMPLOYEES FROM, AND AGAINST, ALL CLAIMS, LIABILITY, AND EXPENSES INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF SERVICE PROVIDER, ITS

AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SERVICE PROVIDER OR ANY OF SERVICE PROVIDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO SERVICE PROVIDER'S AND THE COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, THE COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS, AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SERVICE PROVIDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THEFT. SERVICE PROVIDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS, THE COUNTY FROM ITS OFFICIALS, EMPLOYEE, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER, CAUSED TO ANY PERSON, OR THE PROPERTY OF ANY PERSON, OCCURRING IN RELATION TO THE SERVICE PROVIDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SERVICE PROVIDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGEMENTS TO THE COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE THE COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF THE COUNTY REQUIRED BY SERVICE PROVIDER IN THE DEFENSE OF EACH MATTER. SERVICE PROVIDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD THE COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S), UNLESS OTHERWISE AGREED BY THE COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE. IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES, AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGEMENT, THAT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF THE COUNTY, SERVICE PROVIDER SHALL NEVERTHELESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT OR ACTION, PROCEEDING, LIEN OR JUDGEMENT, UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF SERVICE PROVIDER ARE NOT AN ISSUE IN THE MATTER.

SERVICE PROVIDER'S INDEMNIFICATION SHALL COVER, AND SERVICE PROVIDER AGREES TO, INDEMNIFY THE COUNTY, IN THE EVENT THE COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING SELECTED THE SERVICE PROVIDER TO PERFORM THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SERVICE PROVIDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SERVICE PROVIDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

## VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## VIII.

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

## IX.

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

## X.

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

## XI.

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

## XII.

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

XIII.

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

**No Assignment:** Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

**Authorized Expenses:** In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will

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

**XXI.**

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

A. The County's solicitation documents for **23RFP101 Solid Waste and Recycling Services;**
B. Service Provider's responsive documents for **23RFP101 Solid Waste and Recycling Services (including the Revised Exceptions);**
C. TDS Service Fee Details, being marked as **Exhibit A**; and
D. 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 TO FOLLOW]

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

**WILLIAMSON COUNTY:**

Bill Gravell (Nov 21, 2023 18:04 CST)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Date: Nov 21, 2023, 20____

**SERVICE PROVIDER:**

Texas Disposal Systems Inc.

Name of Service Provider

Authorized Signature

Jay Howard

Printed Name

Date: November 1, 2023

| | | | Current Services | | | | | | | | | | Respondent Price | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Building# | Building Name | Address | City | Qty. | Container Size | Frequency Rate | Collection: Week or Monthly | Type of Waste | Qty. | Size | Frequency Rate | Collection: Week or Monthly | Rental | Price Per Collection | Price Per Month | Annual % increase |
| 1005 | Round Rock A & B | 211 Commerce Cove | Round Rock | 1 | 8 cy | 2 | Week | Regular | 1 | 8 cy | 2 | Week | | $ 54.96 | $ 476.32 | N/A |
| 1008 | Sheriff Office & Jail | 508 S Rock Street | Georgetown | 1 | 30 y | 2 | Month | Compactor | 1 | 30 y | 2 | Month | $350 | $ 800.00 | $ 1,950.00 | N/A |
| 1009 | Justice Center | 405 MLK | Georgetown | | | 1 | Week | Recycling | 1 | 8 cy | 1 | Week | | $ 88.16 | $ 382.03 | N/A |
| 1026 | Central Maintenance Facilities | 3151 SE Inner Loop | Georgetown | 2 | 20 cy | 2 | Month | Roll-off | 2 | 20 cy | 2 | Month | | $ 725.00 | $ 2,900.00 | N/A |
| 1026 | Central Maintenance Facilities | 3151 SE Inner Loop | Georgetown | 1 | | 1 | Week | Recycling | 1 | 8 cy | 1 | Week | | $ 88.16 | $ 382.03 | N/A |
| 1032 | Cedar Park Annex | 350 Discovery Blvd | Cedar Park | 1 | 8 cy | 2 | Week | Regular | 1 | 8 cy | 2 | Week | | $ 54.96 | $ 476.32 | N/A |
| 1032 | Cedar Park Annex | 350 Discovery Blvd | Cedar Park | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1033 | Taylor Annex | 412 Vance Street | Taylor | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1043 | Inner Loop Annx | 301 SE Inner Loop | Georgetown | 1 | | 2 | Month | Recycling | 1 | 8 cy | 2 | Month | | $ 143.50 | $ 287.00 | N/A |
| 1062 | Hutto Condo | 321 Ed Schmidt Blvd | Hutto | 3 | 95 g | 1 | Week | Regular | 3 | 95 g | 1 | Week | | $ 28.94 | $ 376.22 | N/A |
| 1066 | Round Rock Jester | 1801 Old Settlers Blvd | Round Rock | 8 | 8 cy | 1 | Week | Regular | 8 | 8 cy | 1 | Week | | $ 43.39 | $ 1,504.19 | N/A |
| 1066 | Round Rock Jester | 1801 Old Settlers Blvd | Round Rock | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1073 | TX Ave/WCCHD | 355 Texas Avenue | Round Rock | 1 | 8 cy | 2 | Week | Regular | 1 | 8 cy | 2 | Week | | $ 54.96 | $ 476.32 | N/A |
| 1073 | TX Ave/WCCHD | 355 Texas Avenue | Round Rock | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1075 | Gun Range | W319Q (Gun Range) | Hutto | 1 | 8 cy | 1 | Week | Regular | 1 | 8 cy | 1 | Week | | $ 41.31 | $ 179.01 | N/A |
| 1075 | Sheriff Office Training Center | 8160 Chandler Road | Hutto | 1 | 8 cy | 1 | Week | Regular | 1 | 8 cy | 1 | Week | | $ 41.31 | $ 179.01 | N/A |
| 1078 | EMS Training | 3189 SE Inner Loop | Georgetown | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 180 | Georgetown Annex | 100 Wilco Way | Georgetown | 1 | | 1 | Month | Recycling | 1 | 8 cy | 1 | Month | | $ 215.00 | $ 215.00 | N/A |
| 1081 | Liberty Hill Annex - CSCD | 3803 FM 1869 | Liberty Hill | 1 | 95 g | 1 | Week | Regular | 2 | 95 g | 1 | Week | | $ 28.94 | $ 250.81 | N/A |
| 1082 | Public Safety | 1781 E Old Settlers Blvd | Round Rock | 1 | 95 g | 1 | Week | Regular | 1 | 95 g | 1 | Week | | $ 28.94 | $ 125.41 | N/A |
| 1082 | Public Safety | 1781 E Old Settlers Blvd | Round Rock | 1 | | 1 | Week | Recycling | 1 | 8 cy | 1 | Week | | $ 88.16 | $ 382.03 | N/A |

**Proposed services shall meet or exceed current service**

Listed above are locations for immediate services

| | Monthly | Annual |
|---|---|---|
| Facilities Total: | $ 8,716.69 | $ 104,600.24 |
| CMF Total: | $ 2,900.00 | $ 34,800.00 |
| Total: | $ 11,616.69 | $ 139,400.24 |

| Trash | | |
|---|---|---|
| Size | Price Per Collection | Annual % increase |
| Cart | $ 28.94 | 0% |
| 3 cy | $ 31.38 | 0% |
| 4 cy | $ 34.62 | 0% |
| 6 cy | $ 41.31 | 0% |
| 8 cy | $ 43.38 | 0% |

| Roll-off | | |
|---|---|---|
| 10 cy | $ 574.00 | 0% |
| 20 cy | $ 725.00 | 0% |
| 30 cy | $ 818.00 | 0% |
| 40 cy | $ 910.00 | 0% |
| RO Rental* | $10 per day | 0% |
| RO Delivery * | $ 223.00 | 0% |
| Tons Over 6 | $ 85.00 | 0% |

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

| Recycle | | |
|---|---|---|
| Size | Price Per Collection | Annual % increase |
| Cart | $ 28.94 | 0% |
| 3 cy | $ 71.54 | 0% |
| 4 cy | $ 75.23 | 0% |
| 6 cy | $ 83.54 | 0% |
| 8 cy | $ 88.15 | 0% |

| Roll-off | | |
|---|---|---|
| 10 cy | $ 456.00 | 0% |
| 20 cy | $ 492.00 | 0% |
| 30 cy | $ 559.00 | 0% |
| 40 cy | $ 627.00 | 0% |
| RO Rental* | $10 per day | 0% |
| RO Delivery * | $ 223.00 | 0% |

* these rates are only to be used for 1Xweek service

* these RO Delivery & Rental rates are applicable to all roll-off sizes

| Organic Collection - Master Gardeners - bags only | |
|---|---|
| Call in service (as needed) | |
| Bag # | Price |
| 1 - 20 | $ 165.00 |
| 21 - 40 | $ 230.00 |
| 41 + | add $3.50 per additional bag |

1. Bulky items that the County collects, those can be taken to the Georgetown Transfer Station if it is convenient for you. The address and fee schedule can be found here: https://www.texasdisposal.com/gate-rates/
2. Regarding organics collection for the Master Gardeners, unfortunately the only way I have to service that would be the bag scenario that we discussed because I don't have organics dumpster routes in the area. The pricing would be as follows:
   a. Call in service (as needed): 1-20 bags = $165, 21-40 bags = +$65, and bags 41 and over = +3.50/bag

# 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:**
2025-1342801

**Date Filed:**
07/29/2025

**Date Acknowledged:**
07/29/2025

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

TDS Inc.
Creedmoor, 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 Purchasing Department

**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.**

23RFP101
Trash Dumpster Collection Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Gregory, Bobby | Creedmoor, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1342801

**Date Filed:**
07/29/2025

**Date Acknowledged:**

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

TDS Inc.
Creedmoor, 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 Purchasing Department

**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.**

23RFP101
Trash Dumpster Collection Services

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Gregory, Bobby | Creedmoor, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[redacted] ☐

**6** [redacted]

My name is [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Signature of authorized agent of contracting business entity

[redacted]

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 08/05/2025

Approval of Agreement for Construction Services No. 2025318 with The Brandt Companies LLC for the CJC Chiller Replacement for Facilities Management

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

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2025318 between Williamson County and The Brandt Companies, LLC for the North CJC Chiller Replacement, in the not-to-exceed amount of Three Hundred Eight Thousand Three Hundred Seventy-Nine and 78/100 Dollars ($308,379.78), 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 North CJC Chiller Replacement located at Criminal Justice Center (North) 405 Martin Luther King Jr St, Georgetown, TX 78626. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.1009.004510 and the point of contact is Gretchen Glenn.

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Agreement

Form 1295 The Brandt Companies, LLC Complete

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/30/2025 02:44 PM |
| Form Started By: Michelle McKinney | | Started On: 07/24/2025 03:46 PM |
| Final Approval Date: 07/30/2025 | | |

# 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 North Criminal Justice Center Chiller (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 **Three Hundred Eight Thousand Three Hundred Seventy-Nine and 78/100 Dollars ($308,379.78)** in accordance with the terms and conditions of this Agreement.

**ARTICLE 3 PLANS AND SPECIFICATIONS:** The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

**ARTICLE 4 CONTRACT TIME:**

**4.1** Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **One Hundred Forty-Seven (147) 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,<br>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: 7/25/2025 |

# Exhibit "A"

# Plans and Specifications

**Location:** Criminal Justice Center (North) 405 Martin Luther King Jr St, Georgetown, TX 78626

**Scope of Work:**

- Remove electrical and piping
- Recover refrigerant in circuit B
- Remove circuit B components
    - County to provide trailer to load components on to keep in a County facility
- Remove old chiller from pad and place new chiller on a designated Saturday
    - Chiller to be started by utilizing Carrier factory startup team
- Reconnect electrical and piping
- Flush new piping
- Log operations and turn over the unit and logs to County
- Contractor to include 5yr all parts warranty

**Controls Scope:**

- Air-cooled Chiller Disconnect/Reconnect to Chiller 2S
    - Chiller Interface
    - Chiller Start/Stop
- Make safe of Chiller Controller and End Devices included Prior to Existing Chiller Demo
- Provide BACnet Integration to new chiller 2S to integrate available and desired points as coordinated with Wilco Facilities Management.
- Full commission and verification of new chiller programming and existing end devices associated with Chiller 2S functionality.
- Provide programming SOO for maximum freeze protection of the chiller

**Outdoor Air Sensor:**

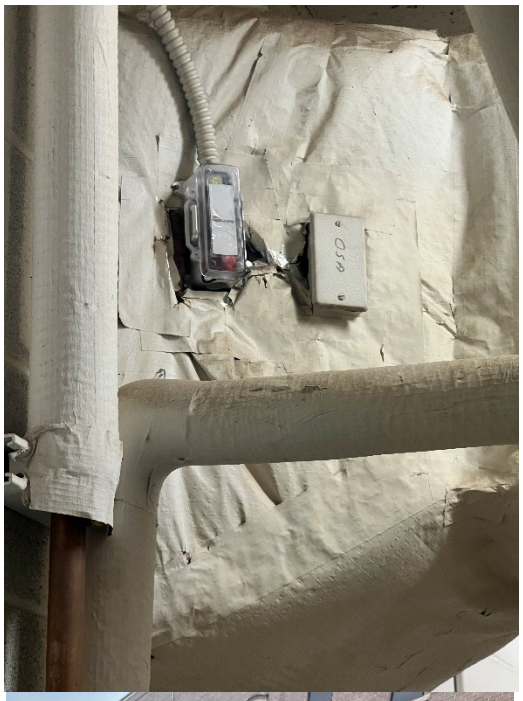
- Provide and install one (1) new Outdoor Air Temperature Sensor outside of building envelope.

**Exclusions:**

- Parts, materials and equipment will have a restocking fee up to 100% if cancelled. Some items may be non-returnable.
- Contractor not responsible for unlocated utilities.










Carrier









# 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:**
2025-1339221

**Date Filed:**
07/21/2025

**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.**
CJC Chiller Replacement
CJC Chiller 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 21st 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:**
2025-1339221

**Date Filed:**
07/21/2025

**Date Acknowledged:**
07/22/2025

**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.**

CJC Chiller Replacement
CJC Chiller 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** **55.**

**Meeting Date:** 08/05/2025

Approval of Renewal #1 for Contract #23RFP96 Landscape Maintenance Services for Williamson County Facilities to Red & White Greenery, Inc. for Facilities Management

**Submitted By:** Theresa Gross, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the extension of Contract #23RFP96 for Landscape Maintenance Services for Williamson County Facilities with Red & White Greenery, Inc. for the same terms and conditions as the existing contract, except for updated pricing ($865,791.31) for adding 12 visits to CSCD property, for a 12-month term from October 1, 2025, to September 30, 2026.

**Background**

This is the first of four renewal options for this contract. Facilities Management confirmed the vendor met all County requirements and requested the first renewal. Funding Source: Various Funding Sources. Point of Contact is Christi Stromberg.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Renewal 1

Contract

TEC 1295

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 09:48 AM |
| Form Started By: Theresa Gross | | Started On: 07/29/2025 07:55 AM |
| Final Approval Date: 07/31/2025 | | |

WILCO PURCHASING

# Summary Agreement for Renewal of Williamson County Contract
## Price Amendment

| | | | |
|---|---|---|---|
| **Contract Number:** | **23RFP96** | **Department:** | **Facilities Management** |
| **Vendor Name:** | **Red & White Greenery Inc.** | | |
| **Purpose/Intended Use of Product or Service (summary):** | | | |
| **Landscape Maintenance for Williamson County Facilities** | | | |
| **Type of Contract:** | **RFP** | **Start Date:** | **10.1.2025** |
| **Purchasing Contact:** | **Theresa Gross** | **End Date:** | **9.30.2026** |
| **Department Contact:** | **Christi Stromberg and Shantil Moore** | | |

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) but with the same terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 4
Renewal Option Period 3
Renewal Option Period 2
Renewal Option Period 1 October 1, 2025 - September 30, 2026
Initial Contract Period October 1, 2023 - September 30, 2025

**BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE**

Vendor Red + White Greenery Inc

Name Ross Saucedo

Title Director of Maintenance

Signature _____

Date 7.24.25

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

**Reviewed by Contract Audit**
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 29 2025 Time: 12:18 pm

**THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL (5 PAGES)**

***The undersigned Respondent, having become familiar with this RFP agrees to furnish Landscape Maintenance Services***

**COMPANY: Red & White Greenery, Inc.**

**SIGNATURE:** *Jason Fuller*

**PRINTED NAME: Jason Fuller**

| | CLASS A PROPERTY | Maintenance Cost per site visit | # of visits per FY - Maintenance | Annual Pre-emergent Cost | Annual Fertilization Cost | Annual Turf Aeration Cost | Annual Mulching Cost | Total Annual Cost per Property |
|---|---|---|---|---|---|---|---|---|
| 1 | Sheriff Admin/Jail | $ 280.00 | 48 | $ 322.13 | $ 1,247.55 | $ 400.00 | $ 1,108.33 | $ 16,518.01 |
| 2 | WC Justice Center | $ 280.00 | 48 | $ 299.89 | $ 1,232.84 | $ 400.00 | $ 1,137.50 | $ 16,510.23 |
| 3 | Parking Garage for CJC/Jail | $ 120.00 | 48 | $ 210.59 | $ 1,201.20 | $ 300.00 | $ 1,400.00 | $ 8,871.79 |
| 4 | Gerogetown Tax Office | $ 80.00 | 48 | $ 93.18 | $ 318.33 | $ 200.00 | $ 169.17 | $ 4,620.68 |
| 5 | Inner Loop Annex | $ 400.00 | 48 | $ 457.54 | $ 1,338.67 | $ 500.00 | $ 816.67 | $ 22,312.87 |
| 6 | Juvenile Justice Center | $ 720.00 | 48 | $ 1,793.64 | $ 3,287.10 | $ 900.00 | $ 1,108.33 | $ 41,649.07 |
| 7 | Central Maintenance Facility | $ 420.00 | 48 | $ 315.89 | $ 662.13 | $ 400.00 | $ 175.00 | $ 21,713.02 |
| 8 | Children's Advocacy Center | $ 200.00 | 48 | $ 285.59 | $ 990.77 | $ 400.00 | $ 2,601.67 | $ 13,878.02 |
| 9 | Cedar Park Annex | $ 240.00 | 48 | $ 310.80 | $ 1,099.07 | $ 400.00 | $ 875.00 | $ 14,204.87 |
| 10 | Jester Round Rock Annex | $ 600.00 | 48 | $ 1,044.39 | $ 2,397.91 | $ 700.00 | $ 1,295.00 | $ 34,237.30 |
| 11 | Taylor Annex | $ 90.00 | 48 | $ 84.27 | $ 356.84 | $ 200.00 | $ 145.83 | $ 5,106.95 |
| 12 | JP Pct. #4 | $ 70.00 | 48 | $ 195.99 | $ 515.23 | $ 300.00 | $ 110.83 | $ 4,482.06 |
| 13 | Hutto Anned | $ 100.00 | 48 | $ 94.99 | $ 356.70 | $ 200.00 | $ 2,041.67 | $ 7,493.36 |
| 14 | Facilities Services Center | $ 120.00 | 48 | $ 153.77 | $ 382.52 | $ 200.00 | $ 128.33 | $ 6,624.62 |
| 15 | Emergency Services Operation Cntr. | $ 960.00 | 48 | $ 896.08 | $ 4,454.93 | $ 600.00 | $ 6,300.00 | $ 58,331.01 |
| 16 | Texas Ave. Bldg. | $ 240.00 | 48 | $ 121.05 | $ 917.68 | $ 200.00 | $ 1,050.00 | $ 13,808.73 |
| 17 | Animal Shelter | $ 520.00 | 48 | $ 548.42 | $ 1,555.91 | $ 500.00 | $ 2,304.17 | $ 29,868.50 |
| 18 | Sheriff Office Training Center | $ 400.00 | 48 | $ 1,889.77 | $ 3,794.09 | $ 600.00 | $ 1,516.67 | $ 27,000.53 |
| 19 | North Campus | $ 1,440.00 | 48 | $ 924.08 | $ 4,378.95 | $ 500.00 | $ 6,095.83 | $ 81,018.87 |
| 20 | Georgetown Annex | $ 240.00 | 48 | $ 669.91 | $ 4,302.49 | $ 500.00 | $ 6,766.67 | $ 23,759.06 |
| 21 | Bob Phillips Bldg. | $ 80.00 | 48 | $ 110.14 | $ 579.98 | $ 200.00 | $ 513.33 | $ 5,243.46 |
| 22 | WILCO HQ | $ 1,839.98 | 24 | $ 2,361.01 | $ 4,732.34 | $ 800.02 | $ 7,758.15 | $ 59,811.04 |
| | | | | | | | **TOTAL ANNUAL COST FOR CLASS A PROPERTIES = >** | $ 517,064.04 |

| | CLASS B PROPERTY | Maintenance Cost per site visit | # of visits per FY - Maintenance Cost | Annual Mulching Cost | Total Annual Cost |
|---|---|---|---|---|---|
| 1 | Georgetown Health Dept./Old Jail | $ 240.00 | 48 | $ 495.83 | $ 12,015.83 |
| 2 | Pine & Holly Street Lots | $ 200.00 | 48 | $ 134.17 | $ 9,734.17 |
| 3 | Lott Building | $ 110.00 | 48 | $ - | $ 5,280.00 |
| 4 | Brown House | $ 40.00 | 48 | $ 110.83 | $ 2,030.83 |
| 5 | Brick Houses | $ 120.00 | 48 | $ 379.17 | $ 6,139.17 |
| 6 | Red House | $ 40.00 | 48 | $ 105.00 | $ 2,025.00 |
| 7 | Round Rock Annex Bldgs. A & B | $ 240.00 | 48 | $ 933.33 | $ 12,453.33 |
| 8 | Taylor Health Clinic | $ 50.00 | 48 | $ 11.67 | $ 2,411.67 |
| 9 | Taylor SO | $ 50.00 | 48 | $ 40.83 | $ 2,440.83 |
| 10 | Medic #41 | $ 50.00 | 48 | $ 35.00 | $ 2,435.00 |
| 11 | Medic #42 | $ 50.00 | 48 | $ 11.67 | $ 2,411.67 |
| 12 | CTTC | $ 160.00 | 48 | $ 1,347.50 | $ 9,027.50 |
| 13 | Lake Creek Annex | $ 1,279.99 | 48 | $ - | $ 61,439.52 |
| | **TOTAL ANNUAL COST FOR CLASS B PROPERTIES** | | | | **$ 129,844.52** |

| | CLASS C PROPERTY | Maintenance Cost per site visit | # of visits per FY - Maintenance Cost | Total Annual Cost |
|---|---|---|---|---|
| 1 | CSCD Liberty Hill | $ 160.00 | 24 | $ 3,840.00 |
| 2 | Taylor R&B Yard | $ 320.00 | 12 | $ 3,840.00 |
| 3 | Florence R&B Yard & Tower | $ 140.00 | 12 | $ 1,680.00 |
| 4 | Operation Liberty Hill | $ 160.00 | 12 | $ 1,920.00 |
| 5 | Seward Junction | $ 160.00 | 12 | $ 1,920.00 |
| 6 | Hwy 29 Property | $ 400.00 | 12 | $ 4,800.00 |
| 7 | Facilities Berm | $ 80.00 | 24 | $ 1,920.00 |
| 8 | 747 CR 138 | $ 325.00 | 24 | $ 7,800.00 |
| 9 | Estate Cove | $ 100.00 | 24 | $ 2,400.00 |
| | **TOTAL ANNUAL COST FOR CLASS C PROPERTIES=>** | | | **$ 30,120.00** |

| | COURTHOUSE | Cost per site visit/ application | # of visits per FY - Maintenance Cost | Total Annual Cost |
|---|---|---|---|---|
| 1 | **General Maintenance** | $ 160.00 | **48** | $ 7,680.00 |
| 2 | **Fertilization** | $ 289.59 | **14** | $ 4,054.33 |
| 3 | **Weed Control** | $ 195.52 | **12** | $ 2,346.20 |
| 4 | **Cultural Practice October** | $ 6,488.72 | **1** | $ 6,488.72 |
| 5 | **Cultural Practice May** | $ 9,613.16 | **1** | $ 9,613.16 |
| 6 | **Cultural Practice September** | $ 1,483.68 | **1** | $ 1,483.68 |
| 7 | **Mulching** | $ 4,888.33 | **2** | $ 9,776.67 |
| 8 | **remove graffiti** | $ 80.00 | **52** | $ 4,160.00 |
| | **TOTAL ANNUAL COST FOR COURTHOUSE=>** | | | **$ 45,602.75** |

| | SHREDDING | Maintenance Cost per site visit | # of visits per FY - Maintenance Cost | Total Annual Cost |
|---|---|---|---|---|
| 1 | CMF, 43 Acres | $ 1,385.00 | 4 | $ 5,540.00 |
| 2 | RR Jester, 20 Acres | $ 815.00 | 4 | $ 3,260.00 |
| 3 | CAC, JJC, ESOC, AS, 90 Acres | $ 2,200.00 | 4 | $ 8,800.00 |
| 4 | Landfill Farmstead, 5 Acres | $ 260.00 | 4 | $ 1,040.00 |
| 5 | SOTC, 28 Acres | $ 950.00 | 4 | $ 3,800.00 |
| | TOTAL ANNUAL COST FOR SHREDDING=> | | | **$ 22,440.00** |

| | GUN RANGE | Maintenance Cost per site visit | # of visits per FY - Maintenance Cost | Total Annual Cost |
|---|---|---|---|---|
| 1 | General Area Mowed & Trimmed 22.7 Acres (including fence line & | $ 960.00 | 48 | $ 46,080.00 |
| 2 | Berms 13.5 Acres | $ 3,840.00 | 2 | $ 7,680.00 |
| 3 | Graveled Areas/Herbicide Applicatio | $ 280.00 | 48 | $ 13,440.00 |
| | TOTAL ANNUAL COST FOR GUN RANGE => | | | **$ 67,200.00** |

| | ROW MOWING | Maintenance Cost per site visit | # of visits per FY - Maintenance Cost | Total Annual Cost |
|---|---|---|---|---|
| 1 | Anderson Mill Part 1 | $ 640.00 | 6 | $ 3,840.00 |
| 2 | Anderson Mill Part 2 | $ 240.00 | 6 | $ 1,440.00 |
| 3 | Anderson Mill Part 3 | $ 560.00 | 6 | $ 3,360.00 |
| 4 | Anderson Mill Detention Pond | $ 160.00 | 6 | $ 960.00 |
| 5 | AW Grimes | $ 320.00 | 6 | $ 1,920.00 |
| 6 | Gattis School Rd. Part 1 | $ 480.00 | 6 | $ 2,880.00 |
| 7 | Gattis School Rd. Part 2 | $ 80.00 | 6 | $ 480.00 |
| 8 | Sam Bass Waterway | $ 320.00 | 6 | $ 1,920.00 |
| 9 | Pearson Ranch Rd. Part 1 | $ 800.00 | 6 | $ 4,800.00 |
| 10 | Pearson Ranch Rd. Part 2 | $ 640.00 | 6 | $ 3,840.00 |
| 11 | Neenah Ave | $ 480.00 | 6 | $ 2,880.00 |
| 12 | Quick Hill | $ 240.00 | 6 | $ 1,440.00 |
| 13 | Grand Ave. Parkway | $ 120.00 | 6 | $ 720.00 |
| 14 | Parkside Parkway | $ 960.00 | 6 | $ 5,760.00 |
| 15 | CR 175 | $ 960.00 | 6 | $ 5,760.00 |
| 16 | Bartlett Farmhouse | $ 240.00 | 6 | $ 1,440.00 |
| 17 | Stubblefield Properties | $ 560.00 | 6 | $ 3,360.00 |
| 18 | 20 Gabriel Forest | $ 240.00 | 6 | $ 1,440.00 |
| 19 | Valley View Dr. | $ 160.00 | 6 | $ 960.00 |
| 20 | Schultz Lane | $ 240.00 | 6 | $ 1,440.00 |
| 21 | Meister Lane | $ 240.00 | 6 | $ 1,440.00 |
| 22 | 5295 W State Hwy 29 | $ 240.00 | 6 | $ 1,440.00 |
| | **TOTAL ANNUAL COST FOR ROW MOWING=>** | | | **$ 53,520.00** |

## *EXTRA SERVICES*

| Irrigation Repair $/Hr. * | Maintenance Cost ($/sq ft) (minimum site charge) | Pre-emergent Cost ($/sq ft) | Fertilization Cost ($/sq ft) | Turf Aeration Cost ($/sq ft) | Mulching Cost Installed price $/sq ft | Shredding Cost ($/acre) (min site |
|---|---|---|---|---|---|---|
| $ 95.00 | $ 40.00 | $ 0.01 | $ 0.01 | $ 0.01 | $ 2.92 | $ 250.00 |

***material costs will only be asked of successful proposer prior to beginning contract***

Contract Value $865,791.31

# WILLIAMSON COUNTY
# SERVICE CONTRACT
(Red & White Greenery Inc.)

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

**THIS SERVICES 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 **Red & White Greenery Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

## I.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in **23RFP96 Landscape Maintenance Services for Williamson County Facilities, Attachment A ("Statement of Work") and Attachment B ("Specifications and Schedules")** which is incorporated herein.

Should the County choose to add services in addition to those described in **23RFP96 Attachment A ("Statement of Work") and Attachment B ("Specifications and Schedules"),** 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. The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure, if applicable.

## II.

**Effective Date and Term:** This Contract shall be in full force and effect as of October 1, 2023, and shall continue until September 30, 2025 ("Initial Contract Term"). At the end of the Initial Contract Term, the parties upon mutual agreement, shall have the option to renew this Contract for up to four additional one-year terms, with the terms and conditions remaining the same. The total period of the Contract, including all renewals, will not exceed six (6) years.

## III.

**Consideration and Compensation:** Service Provider will be compensated based on a fixed sum as set out in **23RFP96 Attachment C ("Price Sheet")**, which is incorporated herein.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

## IV.

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

| | **Type of Coverage** | **Limits of Liability** |
|---|---|---|
| a. | Worker's Compensation | Statutory |
| b. | Employer's Liability | |
| | Bodily Injury by Accident | $500,000 Ea. Accident |
| | Bodily Injury by Disease | $500,000 Ea. Employee |

| | |
|---|---|
| Bodily Injury by Disease | $500,000 Policy Limit |

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Bodily injury (including death) | $1,000,000 | $1,000,000 |
| Property damage | $1,000,000 | $1,000,000 |
| Aggregate policy limits | | No aggregate limit |

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

## V.

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

## VI.

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

**INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS:** TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

## VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

## VIII.

**Compliance With All Laws:** Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

**IX.**

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

**X.**

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

**XI.**

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

**XII.**

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

**XIII.**

**Good Faith Clause:** Service Provider agrees to act in good faith in the performance of this Contract.

**XIV.**

**No Assignment:** Service Provider may not assign this Contract.

**XV.**

**Confidentiality:** Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

**XVI.**

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

**XVII.**

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

**XVIII.**

**Damage to County Property:** Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

**XIX.**

**Media Releases:** Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

**XX.**

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

**XXI.**

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

Contract include the following:

A. The County's solicitation documents for 23RFP96 Landscape Maintenance Services for Williamson County;
B. Service Provider's responsive documents for 23RFP96 Landscape Maintenance Services for Williamson County; and
C. Insurance certificates evidencing coverages required herein above.

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

**XXII.**

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

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

**WILLIAMSON COUNTY:**

Bill Gravell (Sep 19, 2023 10:37 CDT)

Authorized Signature

Bill Gravell

County Judge/Presiding Officer

Date: Sep 19, 2023, 20___

**SERVICE PROVIDER:**

Red & White Greenery Inc.

Name of Service Provider

Authorized Signature

Jason Fuller

Printed Name

Date: September 12, 2023

# Agenda Item #46, CC 09.19.23 Award 23RFP96 Landscape Maintenance Services with Red White Greenery (Gretchen)

Final Audit Report 2023-09-19

| | |
|---|---|
| Created: | 2023-09-19 |
| By: | Kim Chappius (kim.chappius@wilco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAbcroCVbrOJigXyA2jVn2zy0vlQKIT62W |

## "Agenda Item #46, CC 09.19.23 Award 23RFP96 Landscape Maintenance Services with Red White Greenery (Gretchen)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2023-09-19 - 3:03:07 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-09-19 - 3:04:14 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-19 - 3:12:22 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-09-19 - 3:33:25 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2023-09-19 - 3:33:25 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2023-09-19 - 3:37:20 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2023-09-19 - 3:37:34 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2023-09-19 - 3:37:34 PM GMT

Powered by Adobe Acrobat Sign

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1341703

**Date Filed:**
07/25/2025

**Date Acknowledged:**
07/25/2025

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

Red & White Greenery, Inc.
GEORGETOWN, TX United States

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

Williamson County

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

23RFP96
Landscape maintenance services

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

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

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(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:**
2025-1341703

**Date Filed:**
07/25/2025

**Date Acknowledged:**

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

Red & White Greenery, Inc.
GEORGETOWN, TX United States

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

Williamson County

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

23RFP96
Landscape maintenance services

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

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

**6 UNSWORN DECLARATION**

[redacted]

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 08/05/2025

Juvenile Justice Center Addition - Supplemental Agreement No. 4 for Design & Engineering Services

**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. 4 to the Agreement for Design and Engineering Services between Williamson County and BLGY, Inc. being dated effective April 5, 2022, relating to the Juvenile Justice Center Addition.

**Background**

This Supplemental Agreement No. 4 to the Agreement for Design & Engineering Services is made to compensate the firm for the additional services of providing specifications and modifications to change the detention hardware and the security technology scope pertaining to the Juvenile Justice building area undergoing renovation.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

JJC Addition_PSA_SA4

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 07/29/2025 10:01 AM |
| County Judge Exec Asst. | Delia Colon | 07/29/2025 04:23 PM |
| Form Started By: Christy Matoska | | Started On: 07/29/2025 09:48 AM |
| Final Approval Date: 07/29/2025 | | |

# SUPPLEMENTAL AGREEMENT NO. 4
# TO
# AGREEMENT FOR DESIGN & ENGINEERING SERVICES

**PROJECT:** **Juvenile Justice Center Addition** ("Project")

**ARCHITECT / ENGINEER:** **BLGY, Inc.** ("A/E")
Brody Harris, Senior Project Manager
1 Chisholm Trail Road, Suite 340
Round Rock, TX 78681

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

**THIS SUPPLEMENTAL AGREEMENT NO. #4** 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 **April 5th, 2022** ("Agreement");

**WHEREAS,** pursuant to **Article 20** of the Agreement, the terms of the Agreement may be modified by a fully executed, written modification;

**WHEREAS,** County now wishes to **provide specifications and modifications to change the detention hardware and the security technology scope**; 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 (referred to herein as "Additional Services").

- Provide specifications and modifications to change the detention hardware provider to Southern Folger.
    - A/E will provide revised scope for the detention hardware, conduct virtual review of the submittal.
    - Review revised shop drawings and submittals and provide responses.

- Provide specifications and modifications to change security technology scope.
    - A/E will review project documents, attend meetings, drawings design, specifications revisions, quality control and review.

## ARTICLE 2
## COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twenty-Seven Thousand Three Hundred Eighty Dollars ($27,380.00)**.

## ARTICLE 3
## TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before May 19th, 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:**
BLGY, Inc.

By:_____
Signature

Brody Harris
Printed Name

Senior Project Manager
Title

Date Signed: 7/28/25

**COUNTY**:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 08/05/2025

Salary Increase for PCN 1919

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

**Department:** Facilities Management

**Agenda Category:** Regular Agenda Items

---

## Information

### Agenda Item

Discuss, consider, and take appropriate action on a policy exception for Facilities to reclassify a key position (Position Control Number 1919) vacancy.

### Background

Requesting reclassification of PCN 1919 (County Architect) from pay grade B.39 to B.46 to better align with similar professional WilCo positions, including a salary of $150,000. Funding needed for the remainder of the year is $4,014.19. This can be accomplished by moving surplus funds from two positions to the vacant position and utilizing vacancy dollars.

---

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Surplus Salary

---

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:09 AM |
| Form Started By: Leah Liesmann | | Started On: 07/31/2025 09:45 AM |
| Final Approval Date: 07/31/2025 | | |

| Department Number and Name | PCN | EE ID | Current Annual Salary | *New Annual Salary | Current Position Budget Amount | *New Position Budget Amount | Reduction to Position Budget | Increase to Position Budget | Change notes | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|---|
| Facilities Management 0509 | 0225 | 16924 | $64,250.93 | $64,250.93 | $65,497.56 | $64,250.93 | $1,246.63 | N/A | Reallocation of position budget. Surplus salary from PCNs 0225 and 1857 to PCN 1919 | 8/1/2025 |
| Facilities Management 0509 | 1857 | 14959 | $52,617.68 | $52,617.68 | $52,935.75 | $52,617.68 | $318.07 | N/A | Reallocation of position budget. Surplus salary from PCNs 0225 and 1857 to PCN 1919 | 8/1/2025 |
| Facilities Management 0509 | 1919 | Vacant | N/A | N/A | $130,378.46 | $131,943.16 | N/A | $1,564.70 | Reallocation of position budget. Surplus salary from PCNs 0225 and 1857 to PCN 1919 | 8/1/2025 |

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 08/05/2025

Award of RFSQ #24RFSQ35 for Utility Coordination and Utility Engineering Services for R&B

**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 #24RFSQ35 Utility Coordination and Engineering Services for DCCM in the maximum amount payable of One Million Dollars ($1,000,000.00) and authorize execution of this agreement.

**Background**

Williamson County sent out Eight Thousand Sixty-Six (8,066) notifications with One Hundred Thirty-Six (136) document takers and Sixteen (16) submittals. Williamson County solicited engineering firms to provide utility coordination and utility engineering services to Williamson County for roads, bridges, and other projects throughout the County. The estimated budget is $10 million over the next 7 years. The funding source is 01.0200.0210.004100, the Origination ID is 2089, and the point of contact is Bob Daigh.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

Engineering Services Contract DCCM

25RFSQ35 Utilities Engineering Services Scoresheet

Recommendation letter

1295 Form DCC,

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 09:45 AM |
| Form Started By: Vickie Johnson | | Started On: 07/29/2025 07:04 AM |
| Final Approval Date: 07/31/2025 | | |

**WILLIAMSON COUNTY**
**CONTRACT FOR ENGINEERING SERVICES**

**FIRM:** **DCCM ("Engineer")**
**ADDRESS:** **2401 Double Creek Drive, Suite 200**
**Round Rock, TX 78664**
**PROJECT:** **25RFSQ35 Utility Coordination and Utility Engineering Services ("Project")**

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

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

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this

Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, including latest revisions (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

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

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be

completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **One Million** Dollars **($1,000,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the Williamson County Department of Infrastructure, to the attention of the Director of Road & Bridge, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Director of Road & Bridge in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit D – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to

submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

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

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late;

**D.** Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

**E.** The Complete Invoice Package is not submitted to the County's Director of Road & Bridge in strict accordance with any necessary instructions or requests provided by the Director of Road & Bridge.

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

## ARTICLE 8

## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

## ARTICLE 9
## PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer's Designated Representative for purposes of this Contract is as follows:

Youssef Laham, PE
2401 Double Creek Dr, Suite 200
Round Rock, TX 78664

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

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

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

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

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

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

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

Upon execution of this Contract, Engineer grants to County permission to

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

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

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

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

## ARTICLE 17

## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

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

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

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

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

**B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

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

**D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

**E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during

the preceding thirty (30) days.

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

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

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the Services, if any, or County shall provide Engineer with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

## ARTICLE 22
## INDEMNIFICATION

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

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS,

SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

## ARTICLE 23
## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

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

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

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

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

**E. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

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

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

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

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

**receives from its insurer.**

**G. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

**K. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

## ARTICLE 26

## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

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

## ARTICLE 28
## SEVERABILITY

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

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

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

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order

to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

**Engineer:** Youssef Laham, PE
2401 Double Creek Dr, Suite 200
Houston, TX 78664

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken

to mitigate its effects.

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

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

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

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

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

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

Contract.

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

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

**K. No Waiver of Immunities.** Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

**O. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make

payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

## ARTICLE 33
## DISPUTE RESOLUTION

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

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or

leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

**1.** withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

**2.** cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

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

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the

date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

**ENGINEER**

DCCM

By: _____

Printed Name: Youssef Laham, PE

Title: President

Date: May 1, 2025

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT CERTIFICATION

**STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

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

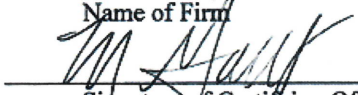
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction;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

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

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

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

DCCM NA LLC
Name of Firm


Signature of Certifying Official

MIKE GALLAGHER
Printed Name of Certifying Official

CFO
Title of Certifying Official

April 30, 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 Mike Gallagher _____ the CFO _____ of DCCM JV LLC on behalf of said firm.




Ashlee M. McConnell

My commission expires: 07.22.26

# EXHIBIT B

## ENGINEERING SERVICES

**General Work Description:** Provide professional utility coordination and engineering services including but not limited to: the identification of utilities, locating utilities, evaluation of potential utility conflicts, coordinating the relocation of utilities and the design of utilities to be relocated.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
| --- | --- |
| _____ | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

### DCCM - 2025 Billable Rates by Classification

| Classification | Unit | Billable Rate |
|---|---|---|
| Principal | Hour | $372.00 |
| Sr. Project Manager | Hour | $340.00 |
| Project Manager | Hour | $263.00 |
| Structural Engineer | Hour | $263.00 |
| Construction Manager | Hour | $263.00 |
| Sr. Project Engineer | Hour | $223.00 |
| Project Engineer | Hour | $188.00 |
| Field Engineer | Hour | $205.00 |
| Electrical & Instrumentation Engineer | Hour | $223.00 |
| Engineer Technician | Hour | $185.00 |
| EIT II | Hour | $170.00 |
| Graduate Engineer/EIT I | Hour | $150.00 |
| Structural Inspector | Hour | $170.00 |
| Construction Observer/Sr. Inspector III | Hour | $170.00 |
| Construction Observer/Inspector II | Hour | $158.00 |
| Construction Observer/Inspector I | Hour | $129.00 |
| Sr. Designator w/Equipment | Hour | $183.00 |
| One Person Designator w/Equipment | Hour | $171.00 |
| Two Person Designator w/Equipment | Hour | $268.00 |
| Sr. Utility Coordinator | Hour | $207.00 |
| Utility Coordinator | Hour | $181.00 |
| Production Manager | Hour | $277.00 |
| Production Technician | Hour | $116.00 |
| Sr. Electrical Designer | Hour | $194.00 |
| Sr. CADD/Designer | Hour | $184.00 |
| CADD/Designer | Hour | $167.00 |
| CADD Technician | Hour | $138.00 |
| GIS Manager | Hour | $175.00 |
| GIS Analyst | Hour | $126.00 |
| Sr. Clerical/Administrator/Document Specialist/Recordkeeper | Hour | $117.00 |
| Clerical/Administrator | Hour | $108.00 |
| 3D Modeling | Day | $1,115.00 |
| SUE QL-D Records Research | LF | $0.74 |
| SUE QL-C Pole Inventory Survey | LF | $0.71 |
| SUE QL-B Designation (5,000 ft min) | LF | $2.09 |
| SUE QL-A Test Hole 0' to 5' | Each | $1,500.00 |
| SUE QL-A Test Hole >5' to 8' | Each | $1,900.00 |
| SUE QL-A Test Hole >8' to 13' | Each | $2,570.00 |
| SUE QL-A Test Hole >13' to 20' | Each | $3,370.00 |
| SUE QL-A Test Hole >20' | VF | $267.00 |
| SUE QL-A Mobilization | Mile | $6.37 |

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

---

**Williamson County**
**Utility Coordination and Subsurface Utility Engineering Contract**
**Contract Number 25RFSQ35**

**The Rios Group, Inc.**
5/2/2025

| Direct Labor | | Consultant Proposal | |
|---|---|---|---|
| Job Classification | Yrs Exp | | Loaded Rate |
| Project Manager | 10+ | | 235.14 |
| Senior Engineer | 15+ | | 260.23 |

| | | | |
|---|---|---|---|
| Project Engineer | 10 to 15 | | 206.93 |
| Utilities Engineer | 5 to 15 | | 173.35 |
| Engineer-In-Training | 0 to 5 | | 120.99 |
| Engineer Technician | | | 120.71 |
| Engineer Technician - Junior | | | 94.06 |
| Senior CADD Operator | 15+ | | 116.00 |
| CADD Operator | 5 to 15 | | 90.92 |
| Junior CADD Operator | 1 to 5 | | 68.98 |
| SUE Manager | 15+ | | 142.65 |
| SUE Field Manager | | | 109.73 |
| Senior Utilities Coordinator | | | 203.79 |
| Utilities Coordinator | | | 137.95 |
| Engineering Specialist (Utility) | | | 81.52 |
| Admin/Clerical | | | 100.33 |
| | | | |

**Williamson County**
**Utility Coordination and Subsurface Utility Engineering Contract**

**SUE UNIT PRICES & FIELD CREW HOURLY RATES**
**THE RIOS GROUP, INC.**

***1. Utility Designation/ Investigation/ Mapping Services Unit Prices***

*Price includes all associated costs including but not limited to designation, engineering, survey, CADD and traffic control. 1,000 linear foot minimum, otherwise hourly rates for designating crew are used.*

| | |
|---|---|
| Price per linear foot: | $1.85 |

***2. Subsurface Utility Location (Test Hole) Services Unit Prices***

*Price includes all associated costs including but not limited to vacuum excavation, engineering, CADD and limited traffic control. Traffic control plans and signs/ barricades are separate. Assumes benchmark provided, standard workweek.*

| | | |
|---|---|---|
| Price per test hole: | 0 feet to 5 feet | $1,380.00 |
| | Over 5 feet to 8 feet | $1,680.00 |
| | Over 8 feet to 13 feet | $2,100.00 |
| | Over 13 feet to 20 feet | $2,700.00 |
| | Over 20 feet | $3,200.00 |
| | Pavement Coring | $390.00 |

*Note: Depth will be determined from surface to the bottom of the utility.*

***3.Mobilization Demolition Unit Prices***

*Price includes the cost to mobilize and demobilize personnel and equipment to/from the project site. This is a one time cost per project assignment.*

| | |
|---|---|
| *Vacuum excavation truck:* | *$5.50/mile* |
| *Utility Designating vehicle:* | *$2.75/mile* |

*Note: All rates include equipment and personnel travel time.*

***4. Miscellaneous Expenses Unit Prices***

| | |
|---|---|
| Utility designating services, without mapping: | $1.26/lf |
| Quality Level C/D SUE | $0.75/lf |
| Required Permit Fees: | at cost |
| Designed Traffic Control Plan | at cost |

| | |
|---|---|
| Traffic Control: Lane Closures, Detours, Flagging: | at cost |
| Special select backfill/pavement restoration: | at cost |
| Reproducible beyond normal requirements: | at cost |
| Other SUE related activities: | at cost |

### *5. Hourly Field Crew Rates*

| *FIELD PERSONNEL HOURLY SERVICE:* | Hourly Rate |
|---|---|
| One Designating Person w/ Equipment | $168.00/hr |
| Two Person Designating Crew w/ Equipment | $262.00/hr |
| Three Person Locating Crew w/ Excavation Vehicle | $385.00/hr |

| SAM<br>PROJECT - Williamson County<br>RATE SCHEDULE<br>IN PSA<br>EXHIBIT D<br>(per hour) | | |
|---|---|---|
| SURVEY OFFICE PERSONNEL RATES: | | |
| Principal/Department Manager | 300.00 | hr |
| Senior Project Manager | 250.00 | hr |
| Project Manager | 205.00 | hr |
| Staff Surveyor | 190.00 | hr |
| Phase Manager | 170.00 | hr |
| Project Coordinator | 150.00 | hr |
| Senior Survey Technician | 135.00 | hr |
| Survey Technician | 120.00 | hr |
| Project Specialist | 125.00 | hr |
| Administration / Clerical Support | 105.00 | hr |
| SURVEY FIELD CREW RATES: | | |
| One (1) Person Survey Field Crew | 135.00 | hr |
| Two (2) Person Survey Field Crew | 185.00 | hr |
| Three (3) Person Survey Field Crew | 260.00 | hr |
| Field Coordinator | 140.00 | hr |
| Field Ops Manager | 195.00 | hr |
| Additional Rodperson, Chainperson or Flagperson | 80.00 | hr |
| GEOSPATIAL OFFICE PERSONNEL RATES: | | |
| Director/Operations Manager | 360.00 | hr |
| Senior Project Manager | 275.00 | hr |
| Acquisition Manager | 240.00 | hr |
| Project Manager | 210.00 | hr |
| Aircraft Pilot | 205.00 | hr |
| Two (2) Person UAS Crew – Unmanned Pilot & Observer | 235.00 | hr |
| Three (3) Person UAS Crew – Unmanned Pilot & 2 Observers | 365.00 | hr |
| Photogrammetrist / Project Lead /sensor operator (Tech3) | 135.00 | hr |
| Acquisition / Calibration / Aerial Triangulation Technician (Tech2) | 120.00 | hr |
| LIDAR / Photogrammetry Technician (Tech1) | 105.00 | hr |
| SURVEY EQUIPMENT RATES: | | |
| GPS Receiver | 10.00 | hr |
| ATV | 25.00 | hr |
| SX-10 | 35.00 | hr |
| Digital Level | 5.00 | hr |
| Aluminum Boat | 15.00 | hr |
| VM810 Survey | 5.75 | hr |
| RD8100 Survey | 11.25 | hr |

| | | |
|---|---|---|
| SPAR 300 Kit | 5.00 | hr |
| Weather Station | 6.00 | hr |
| Tier 1 HDS Scanner (BLK360 & Faro) | 33.00 | hr |
| Robotic Total Station S-7 | 20.00 | hr |
| Robotic Total Station S-9 | 20.00 | hr |
| GEOSPATIAL EQUIPMENT RATES: | | |
| Riegl VQ 1560I or 1560II LiDAR System | 1300.00 | hr |
| Riegl VQ 480II or 780I LiDAR System | 10000.00 | hr |
| Mobile Mapping System, includes 360° Camera System (Equipment Only) | 1000.00 | hr |
| Mobile Mapping Equipment Stand-by Fee (Equipment Only) | 200.00 | hr |
| HDS Laser Scanner | 100.00 | hr |
| High Rail Equipped Vehicle | 10.00 | hr |
| Oblique HD Camera System | 30.00 | hr |
| Video Camera System – Manned Aircraft | 5.00 | hr |
| 360° Camera System – Terrestrial or Marine Stand Alone | 100.00 | hr |
| Helicopter (Turbine Engine Powered) | 1450.00 | hr |
| Helicopter (Reciprocal Engine Powered) | 850.00 | hr |
| Fixed Wing Twin Engine piston | 1300.00 | hr |
| Fixed Wing Single Engine (piston) | 750.00 | hr |
| Fixed wing single engine turbine | 1400.00 | hr |
| M600 or equivalent multirotor Unmanned Aerial System | 750.00 | hr |
| GPS Receiver (Unmanned) | 10.00 | hr |
| Geospatial Work Station | 15.00 | hr |
| Digital Imagery Processing | 32.00 | ea |
| Aerial Photography Flight Crew (Fixed Wing Aircraft) | 205.00 | hr |
| LiDAR Flight Crew Fixed Wing Aircraft (Includes Pilot and LiDAR Operator) | 120.00 | hr |
| Helicopter Flight Crew (Includes Pilot and LiDAR Operator) | 325.00 | hr |
| AP Transit Miles | 12.00 | mile |
| AP Project Flight Miles | 32.00 | mile |
| AP ABGPS Processing | 3000.00 | project |
| FWAL Transit Miles | 12.00 | mile |
| FWAL Project Flight Miles | 32.00 | mile |
| B&W Processing (film, development, scanning) | 10.00 | ea |
| CIR Processing (film, development, scanning) | 10.00 | ea |
| Color Processing (Film, development, scanning) | 15.00 | ea |
| Digital Image Processing | 27.00 | ea |
| DIRECT EXPENSES | | |
| Primary Control Monuments | 90.00 | ea |
| Mileage (per mile) | Current Federal Rate | |
| Ground Target | 20.00 | ea |

INLAND GEODETICS
Land Surveyors

**INLAND GEODETICS**
**EFFECTIVE JANUARY 1, 2025**
**SURVEY HOURLY RATE SCHEDULE**

**Field Crew Services**

One (1) Person Field Crew $125.00 per hour
Two (2) Person Field Crew $225.00 per hour
Three (3) Person Field Crew $335.00 per hour
All-Terrain Vehicle$120.00 per day

Crew Rates include one vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional and GPS equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

**Office Personnel Services**

Office personnel are available at fixed hourly rates.

Principal $225.00 per hour
Licensed State Land Surveyor $200.00 per hour
Project Manager $190.00 per hour
Registered Professional Land Surveyor $190.00 per hour
Sr. Survey Technician / SIT $130.00 per hour
Survey Technician $110.00 per hour
Field Coordinator $ 110.00 per hour
Clerical Support $ 90.00 per hour

**LiDAR Services**

Unmanned Aerial System $3,600.00 per day
LiDAR Mobile Mapping System $9,000.00 per day
LiDAR Office Technician $140.00 per hour

1504 Chisholm Trail Road, Suite 103 Round Rock,
TX 78681
512-238-1200
TBPELS Firm Reg. No. 10059100

ARS ENGINEERS, INC.

**Civil Engineering**
**Land Surveying**
**Utilities**

## ARS RATES 2024

| Employee Type | Hourly Rate |
|---|---|
| Support Manager – Utility | $270.77 |
| Project Manager | $260.89 |
| CADD Operator - Senior | $128.55 |
| CADD Operator | $109.40 |
| CADD Operator - Junior | $82.05 |
| Administrative/Clerical | $98.63 |
| Engineer-In-Training I | $114.87 |
| Engineer Technician - Senior | $134.02 |
| Engineer Technician | $112.14 |
| Engineer Technician - Junior | $86.15 |
| GIS Operator - Senior | $125.81 |
| Engineer (Utilities) - Senior | $237.02 |
| Utilities Coordinator - Senior | $187.84 |
| SUE Manager | $202.39 |
| Engineer (Utilities) | $172.58 |
| Engineering Specialist (Utility) - Senior | $166.84 |
| Utilities Coordinator | $130.44 |
| Utilities Field Inspector - Senior | $131.28 |
| Utilities Field Inspector | $111.45 |
| SUE Field Manager | $128.55 |

| Utility Engineering Unit Costs | Unit | Rate |
|---|---|---|
| **SUE Mobilization/Demobilization**<br>This cost is intended to be an expense compensation per request for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck, equipment, travel time for 2-man crew, fuel. | mile | $6.75 |
| **SUE (Quality Level D)**<br>Includes labor and equipment for records research and CADD (Including overhead utilities)<br>For overhead utilities measurement for payment will be LF per utility owner | linear foot | $0.85 |
| **SUE (Quality Level C)**<br>Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner. For overhead utilities measurement for payment will be LF per utility owner (Apurtenance must be surveyed) | linear foot | $1.03 |

ARS ENGINEERS, INC.

| Utility Engineering Unit Costs | Unit | Rate |
|---|---|---|
| **SUE (Quality Level B - Utility Designation)** Includes labor and equipment for records research, designating, engineering, CADD, mapping and limited traffic control; | linear foot | $2.20 |
| **SUE (Quality Level A - Utility Locate, Test Holes)** (Includes labor and equipment for engineering, CADD) (Includes labor and equipment for surveying and limited traffic control) (Includes labor and equipment for vacuum excavation and limited traffic control) | | |
| 0 to 5 ft (Includes labor and equipment for engineering, CADD) | each | $1,525.00 |
| > 5 to 8 ft (Includes labor and equipment for engineering, CADD) | each | $1,800.00 |
| > 8 to 13 ft (Includes labor and equipment for engineering, CADD) | each | $2,400.00 |
| > 13 to 20 ft (Includes labor and equipment for engineering, CADD) | each | $3,100.00 |
| > 20 ft (Includes labor and equipment for engineering, CADD) | foot | $280.00 |
| One (1) Designating Person (personnel, standard equipment, vehicle excluding mileage) | hour | $180.00 |
| Two (2) Designating Person (personnel, standard equipment, vehicle excluding mileage) | hour | $240.00 |
| Two (2) Person Vacuum Excavation with equipment | hour | $470.00 |
| Coring and repairing the pavement includes labor, equipment, and materials | each | $460.00 |

| Other Direct Expenses | Unit | Rate |
|---|---|---|
| **Travel** | | |
| Mileage | Accordance with the Williamson County Vendor Reimbursement Policy | |
| Lodging/Hotel (plus Taxes/fees) | | |
| Meals (Excluding alcohol & tips) (Overnight stay required) | | |
| **Utility Engineering** | | |
| Ground Penetrating Radar (equipment only)(GPR owned by provider) | day | $250.00 |
| Push Camera Mapping (Equipment)(owned by provider) | per day | $300.00 |
| Ground Penetrating Radar (equipment only) | day | $200.00 |
| Push Camera Mapping (Equipment) | per day | $350.00 |
| Hydro-vacuum Excavation (equipment, materials, and labor) | hour | $450.00 |
| Backfill (off-site purchase) | CY | $200.00 |
| Expenses are reimbursed in accordance with Williamson County Vendor Reimbursement Policy | | |

3440 Sojourn Drive I Suite 230 I Carrollton, TX 75006 I 214.739.3152
arsengineers.com

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

## EXHIBIT E

# Williamson County
# Vendor Reimbursement Policy

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

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

**1. Invoices and Affidavits**

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

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

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

**2. Travel Reimbursement**

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

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in

proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

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

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

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

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

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

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

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

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

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

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

**3. Meals**

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

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

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street,

Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

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

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

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

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

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

**5. Airfare**

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

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

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

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

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

**6. Car Rental**

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

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

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

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

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

6.6 Insurance purchased when renting vehicle may also be reimbursed.

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

## 7. Personal Car Usage

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

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

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

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

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

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

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

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

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

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

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

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

## 8. Other Expenses

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

## 9. Repayment of Non-reimbursable Expense.

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

## 10. Non-Reimbursable Expenses

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

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

# EXHIBIT F

## CERTIFICATES OF INSURANCE

## ATTACHED BEHIND THIS PAGE

**Additional Insured Requirement:** The following additional insured endorsement must appear in the "Description of Operations or Additional Remarks" section of the Certificate of Insurance issued by the insurer:

> **"Williamson County, Texas, its directors, officers and employees" shall be additional insureds under policies listed with respect to General Liability and Auto Policies (excluding Workers' Compensation and Professional Liability).**

**Waiver of Subrogation Requirement:** Insurance policies shall include blanket or scheduled waivers of subrogation in favor of County.

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

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

**Additional Insurance Policy Endorsements:** Each insurance policy shall include the following conditions by endorsement to the policy:

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

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

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

**EVALUATION - Utility Coordination and Utility Engineering Services**

**25RFSQ35**

April 23 , 2025

16 Firms

| Mandatory Criteria | Maximum Score Points | Baxter & Woodman | Cobb, Fendley & Associates | Colliers Engineering & Design | CONSOR Engineers | CP&Y, Inc. dba STV | DCCM | FlexSolv Networks | Gessner Engineering | Kimley-Horn & Associates | LJA Engineering | Mendez Engineering | MWM Design Group | SAM | SAMES | Schelbe Consulting | WTC |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Project Manager's Experience/Qualifications with Utility Coordination | 50 | 25 | 45 | 30 | 35 | 35 | 35 | 10 | 20 | 30 | 30 | 20 | 25 | 25 | 25 | 20 | 25 |
| Individuals on Project Team's Experience/Qualifications with Utility Coordination | 50 | 25 | 45 | 30 | 30 | 35 | 40 | 10 | 20 | 30 | 30 | 20 | 25 | 30 | 20 | 20 | 20 |
| Individuals on Project Team's Experience/Qualifications with Utility Design | 50 | 25 | 45 | 30 | 30 | 35 | 40 | 10 | 20 | 25 | 30 | 20 | 25 | 25 | 20 | 20 | 20 |
| Availability of Project Manager, task leads and relevant staff | 50 | 25 | 45 | 20 | 20 | 35 | 35 | 10 | 20 | 25 | 25 | 20 | 25 | 25 | 20 | 20 | 20 |
| Understanding of work to be performed and previous performance of Williamson County projects | 50 | 20 | 45 | 25 | 30 | 35 | 35 | 10 | 20 | 25 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| TOTAL | 250 | 120 | 225 | 135 | 145 | 175 | 185 | 50 | 100 | 135 | 135 | 100 | 120 | 125 | 105 | 100 | 105 |

[redacted]

| |
|---|
| 04/23/2025 |
| 04/23/2025 |
| 04/23/2025 |
| |

April 23, 2025

Ms. Joy Simonton
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Subject: Recommendation for 25RFSQ35 Utility Coordination and Utility Engineering Services

Dear Ms. Simonton:

Based on the attached supporting documentation, the Utility Coordination and Utility Engineering Services Selection Committee recommends the selection of Cobb, Fendley & Associates, Inc. and DCCM which were the top ranked firms from the evaluation process.

Sixteen firms were evaluated on April 23, 2025 by the following Selection Committee:

[redacted]

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

Sincerely,

Robert B. Daigh

Robert B. Daigh, P.E.
Senior Director of Infrastructure

# 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:**
2025-1303474

**Date Filed:**
05/01/2025

**Date Acknowledged:**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
DCCM North America, LLC
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.**
25RFSQ35
Utility Coordination (UC) and Subsurface Utility Engineering (SUE)

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Binkley, Brett | Houston, TX United States | X | |
| Miller, Jack | Houston, TX United States | X | |
| Thompson, James | Houston, TX United States | X | |
| Rochester, Darrell | Gainesville, GA United States | X | |
| Azar, Elie | Miami, FL United States | X | |
| Conner, Blake | Miami, FL United States | X | |
| Doyle, Corry | Miami, FL United States | X | |
| Satter, Jonathan | Miami, FL United States | X | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

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

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

Executed in ___□arr□□_____County, State of __□□□a□_____, on the _1__day of __May____, 2025__.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2025-1303474

**Date Filed:**
05/01/2025

**Date Acknowledged:**
07/29/2025

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**
DCCM North America, LLC
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.**
25RFSQ35
Utility Coordination (UC) and Subsurface Utility Engineering (SUE)

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|---|---|---|
| | | Controlling | Intermediary |
| Binkley, Brett | Houston, TX United States | X | |
| Miller, Jack | Houston, TX United States | X | |
| Thompson, James | Houston, TX United States | X | |
| Rochester, Darrell | Gainesville, GA United States | X | |
| Azar, Elie | Miami, FL United States | X | |
| Conner, Blake | Miami, FL United States | X | |
| Doyle, Corry | Miami, FL United States | X | |
| Satter, Jonathan | Miami, FL United States | X | |
| | | | |

**5 Check only if there is NO Interested Party.** ☐

**6 UNSWORN DECLARATION**

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

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

**Commissioners Court - Regular Session** **59.**

**Meeting Date:** 08/05/2025

SE Loop Connection Project – National Historic Preservation Act (NHPA) Letters to Tribes

**Submitted By:** Ragan Riggs, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action regarding the National Historic Preservation Act (NHPA) Letters to Tribes for the Southeast Loop Connection project, a Road Bond Project in Commissioner Pct. 4. P392

**Background**

The U.S. Department of Housing and Urban Development (HUD) requires that, as part of the Community Project Funding program, a letter should be sent to the local tribes informing them of the upcoming construction improvements and the National Environmental Policy Act (NEPA) investigation.

---

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

**Attachments**

SE Loop Connection Project – National Historic Preservation Act (NHPA) Letters to Tribes

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 11:07 AM |
| Form Started By: Ragan Riggs | | Started On: 07/31/2025 08:04 AM |
| Final Approval Date: 07/31/2025 | | |

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Matthew Tselee
Chairman
Apache Tribe of Oklahoma
PO Box 1330
Anadarko, OK 73005

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Matthew Tselee,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Forrest Tahdooahnippah
Chairman
Comanche Nation, Oklahoma
584 NW Bingo Road
Lawton, OK 73507

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Forrest Tahdooahnippah,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Martina Minthorn
THPO
Comanche Nation, Oklahoma
6 SW D AVE
Lawton, OK 73502

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Martina Minthorn,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Comanche Nation, Oklahoma
PO Box 908
Lawton, OK 73507

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Crystal Williams
Vice Chair
Coushatta Tribe of Louisiana
1940 C.C. Bel Road
Elton, LA 70532

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Crystal Williams,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Kristian Poncho
THPO
Coushatta Tribe of Louisiana
P.O. Box 10
Elton, LA 70532

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Kristian Poncho,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Deborah Dotson
President
Delaware Nation, Oklahoma
31064 State Highway 281, Building 100
Anadarko, OK 73005

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Deborah Dotson,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Katelyn Lucas
THPO
Delaware Nation, Oklahoma
P.O. Box 825
Anadarko, OK 73005

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Katelyn Lucas,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Rebecca Shelton
Regional Reviewer
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Rebecca Shelton,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Lauren Norman-Brown
THPO
Tonkawa Tribe of Indians of Oklahoma
1 Rush Buffalo Road
Tonkawa, OK 74653

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Lauren Norman-Brown,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Russell Martin
President
Tonkawa Tribe of Indians of Oklahoma
1 Rush Buffalo Road
Tonkawa, OK 74653

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Russell Martin,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Amber Silverhorn-Wolfe
President
Wichita and Affiliated Tribes (Wichita, Kechi, Waco, & Tawakonie), Oklahoma
1 1/4 Mile North Of Anadarko On Highway 281
Anadarko, OK 73005

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Amber Silverhorn-Wolfe,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

August 6, 2025

Gary McAdams
THPO
Wichita and Affiliated Tribes (Wichita, Kechi, Waco, & Tawakonie), Oklahoma
Wichita And Affiliated Tribes Po Box 729
Anadarko, OK 73005

SUBJECT: Southeast Loop Connection Project / Community Project Funding / Grant Award Package B-24-CP-TX-2162

Dear Gary McAdams,

In accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR Part 800, we are providing information for your review regarding the above-referenced project. The project would receive funding through the U.S. Department of Housing and Urban Development's Community Project Funding program and is subject to National Environmental Policy Act (NEPA) review under 24 CFR Part 58, Sec. 58.76. This project addresses intersection improvements along Southeast Loop near Hutto, Williamson County, Texas (**Figure 1**).

Williamson County's Southeast Loop Connection Project would construct intersection improvements for Southeast Loop and the affected intersecting roads of FM 1660 and FM 3349. The intersection improvements would include new pavement for the roads, construction of new drainage elements, and installation of lighting and traffic signals (including pedestrian elements) to develop an at-grade intersection at both locations.

This project is currently undergoing NEPA evaluation, which requires compliance with Section 106. Previous cultural resource surveys have been conducted and coordinated with the Texas Historical Commission (THC). Any additional findings will be provided to the THC for concurrence as part of the NEPA process. As part of the public and agency involvement process, the County is providing an opportunity for early comments and coordination. The County is coordinating with Native American tribes per HUD requirements.

**Steven Snell**
**Williamson County Judge**
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

If you have comments or questions, please respond within forty-five (45) days of the date of this letter, to Keith Taylor, P.E. – Senior Project Manager for the Williamson County Road Bond Program at keitaylor@hntb.com.

Sincerely,

**Judge Steven Snell**
County Judge
Williamson County

Cc: Commissioner Russ Boles, Williamson County, Pct. 4
Robert B. Daigh, P.E., Williamson County
Christen Eschberger, P.E., HNTB Corporation




**Figure 1.**
**Project Location (Aerial Base)**

Project Location

Southeast Loop Connection Project

Aerial Source: Williamson County TX (2024)

Stantec

0 2,000 Feet
0 600 Meters

1 in = 2,000 feet
Scale: 1:24,000
Date: 7/30/2025

Path: U:\2353\235300183\03_data\gis_cad\gis\SoutheastLoop_Pro_Working.aprx - se_lp_inter_Figure 1_Project Location_Aerial_20250730_lg

**Commissioners Court - Regular Session** **60.**

**Meeting Date:** 08/05/2025

CR 401 Purchase Contract

**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 real estate contract with Prewitt Farms, LTD. a Texas limited partnership, and Zinzinia Williamson County, LTD. A Texas limited partnership, to acquire 1.097 acres and 6.554 acres as right of way needed for the CR 401 project. Funding Source: Bonds P255

### Background

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:13 AM |
| Form Started By: Don Childs | | Started On: 07/30/2025 04:37 PM |
| Final Approval Date: 07/31/2025 | | |

**REAL ESTATE CONTRACT**
CR 401 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **PREWITT FARMS, LTD., a Texas Limited Partnership and ZIZINIA WILLIAMSON COUNTY, LTD., a Texas Limited Partnership** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

TRACT ONE: All of that certain 1.097 acres (48,610 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 1**); and

TRACT TWO: All of that certain 6.554 acres (285,470 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373 and the J.C. Eaves Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 2**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the TRACT ONE portion of the Property described in Exhibit "A" shall be the sum of FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00).

Pursuant to the terms of that certain Possession and Use Agreement between the parties

which is recorded as Document No. 2022031498, and that certain Amended Possession and Use Agreement between the parties which is recorded as Document No. 2022128234, Official Records of Williamson County, Purchaser has previously paid to Seller the amount of $191,056.00, which amount is to be deducted from any final purchase or settlement amount, therefore leaving a net Purchase Price due and owing for TRACT ONE in the sum of **TWO HUNDRED EIGHT THOUSAND NINE NUNDRED FORTY-FOUR and 00/100 Dollars ($208,944.00).**

2.02. The Purchase Price for the TRACT TWO portion of the Property described in Exhibit "B" shall be the sum of ONE MILLION SIX HUNDRED THOUSAND and 00/100 Dollars ($1,600,000.00).

Pursuant to the terms of that certain Possession and Use Agreement between the parties which is recorded as Document No. 2022032016, and that certain Amended Possession and Use Agreement between the parties which is recorded as Document No. 2022128239, Official Records of Williamson County, Purchaser has previously paid to Seller the amount of $961,345.00, which amount is to be deducted from any final purchase or settlement amount, therefore leaving a net Purchase Price due and owing for TRACT TWO in the sum of **SIX HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED FIFTY-FIVE and 00/100 Dollars ($638,655.00).**

Special Provisions

2.03. Erosion Control Construction. As additional compensation for the purchase of the Property, and as a prerequisite for and contingency to the Closing, Purchaser shall at its sole expense cause the construction and/or reconstruction of erosion control improvements at Culvert 2 of the CR 401 roadway project located at Station 11+70.45, in the location and compliance with the plan, notes and specifications as shown on Exhibit "C" attached hereto and incorporated herein, and otherwise ensure any additional necessary and proper temporary erosion control improvements are installed during the construction activities until permanent stabilization through completion of the work according to plan is established. By execution of this Contract, Seller shall allow Purchaser, its employees, contractors and/or agents to temporarily enter the remaining property of Seller solely in the limited locations and duration necessary to carry out the obligations of this paragraph.

Payment of Purchase Price

2.04. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before June 30, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract, or the completion of the erosion control construction obligation in Section (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Special Warranty Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit A, conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Special Warranty Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

As-Is Sale

8.12. **AS-IS SALE. PURCHASER ACCEPTS THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR REPRESENTATION FROM SELLER. PURCHASER AGREES AND REPRESENTS:**

**(a) PURCHASER IS NOT RELYING ON ANY WRITTEN, ORAL, OR IMPLIED STATEMENT OR REPRESENTATION BY SELLER OR ANY REPRESENTATIVE OF SELLER ABOUT OR RELATED TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO STATEMENTS OR REPRESENTATIONS ABOUT: (i) THE NATURE, USE, VALUE, DEVELOPMENTAL POTENTIAL, SUITABILITY OR FITNESS FOR ANY USE, COMPLIANCE WITH RESTRICTIONS OR ZONING ORDINANCES, COMPLIANCE WITH ANY REGULATIONS OR LAWS, HABITABILITY, MARKETABILITY, ACCESS TO, EGRESS FROM, QUALITY OF IMPROVEMENTS, CONDITION OF IMPROVEMENTS OR THE LAND, SIZE OF THE IMPROVEMENTS OR LAND, SOILS, OR DRAINAGE (ON OR FROM); OR (ii) THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS, ENVIRONMENTAL CONTAMINANTS, UTILITIES, FLOOD HAZARD AREAS, FLOOD PRONE AREAS, EASEMENTS, RIGHTS-OF-WAY, ROADS;**

**(b) PURCHASER HAS THE OPPORTUNITY TO INSPECT THE PROPERTY, IS FAMILIAR WITH THE PROPERTY, IS SATISFIED WITH THE CONDITION OF THE PROPERTY, AND IS RELYING ON PURCHASER'S OWN DETERMINATION AND INVESTIGATION OF THE PROPERTY.**

**(c) PURCHASER IS EXPERIENCED IN THE PURCHASE OF PROPERTIES SIMILAR TO THE PROPERTY; AND**

**(d) THE SALES PRICE HAS BEEN NEGOTIATED BETWEEN THE PARTIES AS A RESULT OF PURCHASER AGREEING TO TAKE THE PROPERTY IN AN AS-IS CONDITION.**

[signature page follows]

**SELLER:**

PREWITT FARMS, LTD.,
a Texas Limited Partnership

By: Edith Renee Prewitt
Edith Renee Prewitt (Jul 23, 2025 09:09:55 PDT)

Address: P.O. Box 95

Name: Edith Renee Prewitt

Granger, Texas 76530

Title: Trustee and General Partner

Date: 07/23/25

ZIZINIA WILLIAMSON COUNTY, LTD.,
a Texas Limited Partnership

By: AA Zizinia
AA Zizinia (Jul 22, 2025 12:06 CDT)

Address: 5105 Aspen St.

Name: A.A. Zizinia

Bellaire, Tx. 77401

Title: Manager

Date: Jul 22, 2025

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

**EXHIBIT "A"**

County: Williamson
Parcel No.: 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79


January 6, 2022

**PROPERTY DESCRIPTION FOR PARCEL 1**

DESCRIPTION OF A 1.097 ACRE (47,764 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373 AND THE H.G. JOHNSON SURVEY, SECTION NO. 6, ABSTRACT NO. 348, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A AND A PORTION OF A CALLED 1.9 ACRE TRACT OF LAND, PARCEL B IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 1.097 ACRE (47,764 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 3-inch iron pipe found, for an interior ell corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 69.28 acre tract of land, described in a deed to Taylor Texas Holdings, Inc., recorded in Document No. 2008053881, O.P.R.W.C.TX.;

**THENCE** with the common line of said Prewitt Farms tract and said 69.28 acre tract, the following three (3) courses and distances:

S 22°16'06" E, a distance of 483.09 feet to a calculated point, for an angle corner,

N 68°34'07" E, a distance of 13.00 feet to a calculated point, for an angle corner, and

S 21°38'26" E, a distance of 1,947.47 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,803.57, E=3,204,235.23) set 126.60 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 206+16.76 on the proposed north right-of-way line of C.R. 401, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** S 21°38'26" E, departing the proposed north right-of-way line of said C.R. 401, continuing with the common line of said Prewitt Farms tract and said 69.28 acre tract, a distance of 223.60 feet to a calculated point on the existing north right-of-way line of U.S. 79, a 200 foot wide right-of-way, as described to the State of Texas in Volume 372, Page 368 and in Volume 372, Page 169, Deed Records of Williamson County, Texas (D.R.W.C.TX.), and as depicted in TXDOT right-of-way strip map CSJ 204-03-12 dated December 1951, for the southwest corner of said 69.28 acre tract, same being the southeast corner of said Prewitt Farms tract and of the parcel described herein, from which a 1/2-inch iron rod with a plastic cap stamped "HOLT & CARSON" found bears N 73°10'25" E, a distance of 20.18 feet;

2) **THENCE** S 66°58'03" W, departing the common line of said 69.28 acre tract and said Prewitt Farms tract, with the existing north right-of-way line of said U.S. 79, a distance of 211.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 203+79.61 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, from which a Type I concrete monument found on the existing north right-of-way line of said U.S. 79 bears S 66°58'03" W, a distance of 2,114.03 feet;

**EXHIBIT "A"**



County: Williamson
Parcel No.: 1
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

**THENCE** departing the existing north right-of-way line of said U.S. 79, with the proposed west right-of-way line of said C.R. 401, over and across said Prewitt Farms tract, the following three (3) courses and distances numbered 3-5:

3) N 21°56'18" W, a distance of 147.64 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 205+27.24, said point being the beginning of a curve to the right,

4) With said curve to the right, an arc distance of 80.05 feet, through a central angle 03°34'30", having a radius of 1,283.00 feet, and a chord that bears N 20°09'03" W, a distance of 80.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of C.R. 401 E.C.S 206+02.12, and

5) N 68°03'42" E, a distance of 210.09 feet to the **POINT OF BEGINNING**, and containing 1.097 acres (47,764 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 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 1.00012352. 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.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, 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.

Scott C. Brashear 1/6/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

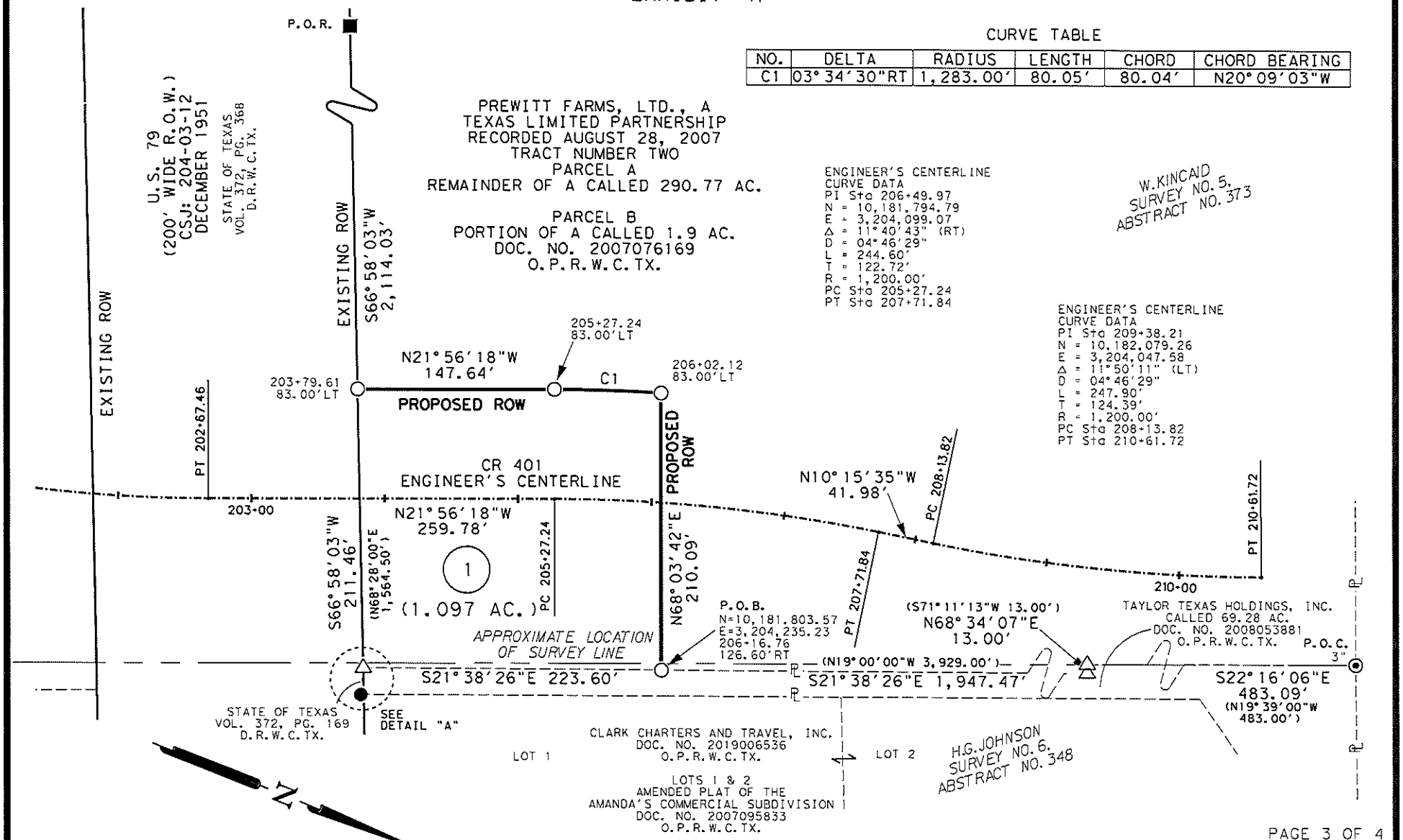
SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300




FN 48892

SAM Job No. 58261B

# EXHIBIT "A"




CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 03°34'30"RT | 1,283.00' | 80.05' | 80.04' | N20°09'03"W |



REF. FIELD NOTE NO. 48892

FILE:\\saminc\AUS\PROJECTS\10200582618\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

| EXISTING | *236.017 AC. | ACQUIRE | 1.097 AC. | REMAINING | 234.920 AC. LEFT |
|---|---|---|---|---|---|

SAM™
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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.097 AC. (47,764 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) |
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ⊡ | TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 80D NAIL FOUND |
| ⊕ | MAGNAIL FOUND |
| ◎ | SPINDLE FOUND |
| ✕ | RAILROAD TIE |
| △ | 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 1.00012352. 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 TEXAS TITLE INSURANCE COMPANY, GF NO. 21061675, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

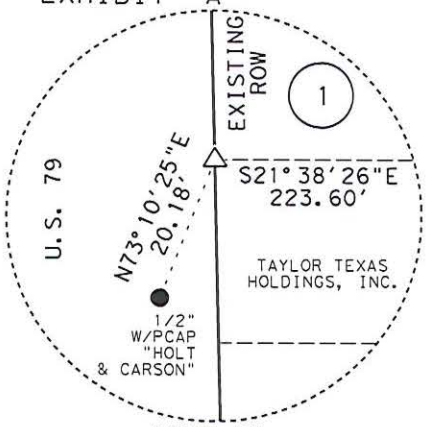
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Scott C. Brashear — 1/6/2022

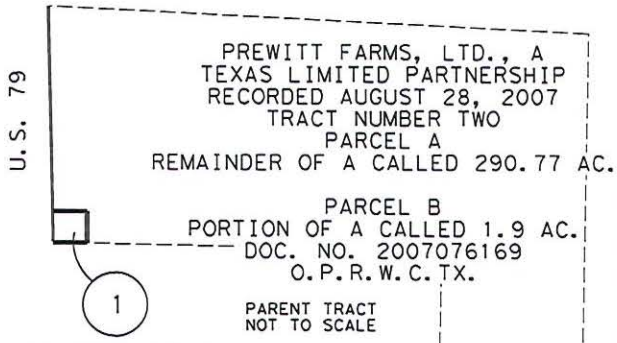
SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

## EXHIBIT "A"




DETAIL "A"
NOT TO SCALE




SCHEDULE B:

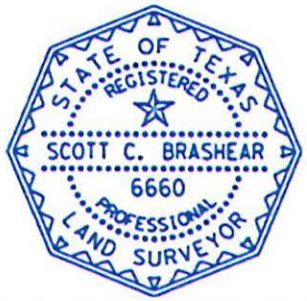
THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 21061675, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021.

10A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO OQWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATION COMPANY, LP AND LEVEL 3 COMMUNIVATIONS, LLC, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET IN NATURE, MAY AFFECT.

D. TERMS, PROVISIONS AND CONDITIIONS OF RECORDING MEMORANDUM DATED JUNE 25, 2020, EXECUTED BY AND BETWEEN ZIZINIA WILLIAMSON COUNTY, LTD. AND PREWITT FARMS, LTD., AS GRANTORS AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.





REF. FIELD NOTE NO. 48892

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\1\PLAT\00\P-1.dgn

| EXISTING | *236.017 AC. | ACQUIRE | 1.097 AC. | REMAINING | 234.920 AC. LEFT |
|---|---|---|---|---|---|

SAM™
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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 1
1.097 AC. (47,764 SQ. FT.)

**EXHIBIT "B"**



County: Williamson
Parcel No.: 2
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

January 6, 2022

**PROPERTY DESCRIPTION FOR PARCEL 2**

DESCRIPTION OF A 6.554 ACRE (285,470 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, SURVEY NO. 5, ABSTRACT NO. 373 AND THE J.C. EAVES SURVEY, ABSTRACT NO. 214, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 290.77 ACRE TRACT OF LAND, DESCRIBED AS TRACT NUMBER TWO, PARCEL A IN A DEED TO PREWITT FARMS, LTD. A TEXAS LIMITED PARTNERSHIP, RECORDED AUGUST 28, 2007 IN DOCUMENT NO. 2007076169, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 6.554 ACRE (285,470 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 127.73 feet right of County Road 401 (C.R. 401) Engineer's Centerline Station (E.C.S.) 201+92.28 on the existing south right-of-way line of U.S. 79, a 200 foot wide right-of-way, described in Volume 372, Page 368, Deed Records of Williamson County, Texas (D.R.W.C.TX.), as depicted in CSJ No. 204-03-12, dated 1951, for the northeast corner of said remainder of a called 290.77 acre tract, same being the northwest corner of a called 0.60 acre tract of land, described in a deed to T W Ford, LP, recorded in Document No. 2019080599, O.P.R.W.C.TX., being further described in Volume 1547, Page 157, D.R.W.C.TX., from which a 3/4-inch iron pipe found on the existing north right-of-way line of C.R. 403, a variable width right-of-way, no record information found, for the southeast corner of said remainder of a called 290.77 acre tract, same being the southwest corner of a said 0.60 acre tract bears S 22°01'18" E, a distance of 1,078.81 feet;

**THENCE** S 66°58'03" W, departing the common line of said remainder of a called 290.77 acre tract and said 0.60 acre tract, with the existing south right-of-way line of said U.S. 79, a distance of 48.34 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,181,389.86, E=3,204,344.64) set 79.59 feet right of C.R. 401 E.C.S. 201+88.32 on the proposed east right-of-way line of C.R. 401, for the northeast corner and **POINT OF BEGINNING** of the parcel described herein;

**THENCE** departing the existing south right-of-way line of said U.S. 79, with the proposed east right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following six (6) courses and distances numbered 1-6:

1) S 21°30'09" E, a distance of 190.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 107.23 feet right of C.R. 401 E.C.S 200+14.20,

2) S 68°29'51" W, a distance of 30.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 200+07.96, said point being the beginning of a curve to the right,

3) With said curve to the right, an arc distance of 1,019.25 feet, through a central angle 49°59'56", having a radius of 1,168.00 feet, and a chord that bears S 16°42'07" W, a distance of 987.22 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 190+56.77, said point being the beginning of a curve to the left,

4) With said curve to the left, an arc distance of 463.03 feet, through a central angle 26°12'54", having a radius of 1,012.00 feet, and a chord that bears S 28°35'38" W, a distance of 459.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet right of C.R. 401 E.C.S 185+58.05,

5) S 46°02'00" E, a distance of 29.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 103.73 feet right of C.R. 401 E.C.S 185+42.56, and

6) N 73°17'46" E, a distance of 205.18 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 271.90 feet right of C.R. 401 E.C.S 186+85.30 on the existing north right-of-way line of said C.R. 403, for the southeast corner of the parcel described herein, from which a 3/4-inch iron pipe found on the south right-of-way line of the Union Pacific Railroad, a 200 foot wide right-of-way, as depicted on a right-of-way and track map dated June 30, 1917, for the northeast corner of the remainder of a called 89.4 acre tract of land, described in a deed to Fred Gola and wife, Angelee M. Gola, recorded in Volume 2194, Page 568, Official Records of Williamson County, Texas (O.R.W.C.TX.), bears S 51°27'26" E, a distance of 292.28 feet;

**THENCE** departing the proposed east right-of-way line of said C.R. 401, with the existing north right-of-way line of said C.R. 403, the following two (2) courses and distances numbered 7-8:

7) S 67°13'42" W, a distance of 278.00 feet to a calculated point, and

8) S 71°28'42" W, a distance of 165.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 89.96 feet left of C.R. 401 E.C.S 184+00.46 on the proposed west right-of-way line of said C.R. 401, for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right,

**THENCE** departing the existing north right-of-way line of said C.R. 403, with the proposed west right-of-way line of said C.R. 401, over and across said remainder of a called 290.77 acre tract, the following three (3) courses and distances numbered 9-11:

9) With said curve to the right, an arc distance of 709.75 feet, through a central angle 34°27'45", having a radius of 1,180.00 feet, and a chord that bears N 24°28'13" E, a distance of 699.10 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 90.00 feet left of C.R. 401 E.C.S 190+56.77,

10) N 57°18'12" E, a distance of 41.66 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 401 E.C.S 191+00.00, said point being the beginning of a curve to the left, and

11) With said curve to the left, an arc distance of 995.94 feet, through a central angle 56°23'11", having a radius of 1,012.00 feet, and a chord that bears N 11°14'10" E, a distance of 956.23 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.00 feet left of C.R. 401 E.C.S 201+72.70 on the existing south right-of-way line of said U.S. 79, for the northwest corner of the parcel described herein;

**EXHIBIT "B"**



County: Williamson
Parcel No.: 2
Highway: C.R. 401/404
Limits: From: FM 973
To: Intersection of US 79

12) **THENCE** N 66°58'03" E, departing the proposed west right-of-way line of said C.R. 401, with the existing south right-of-way line of said U.S. 79, a distance of 158.36 feet to the **POINT OF BEGINNING**, and containing 6.554 acres (285,470 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 1.00012352. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, 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.

Scott C. Brashear 1/6/2022

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

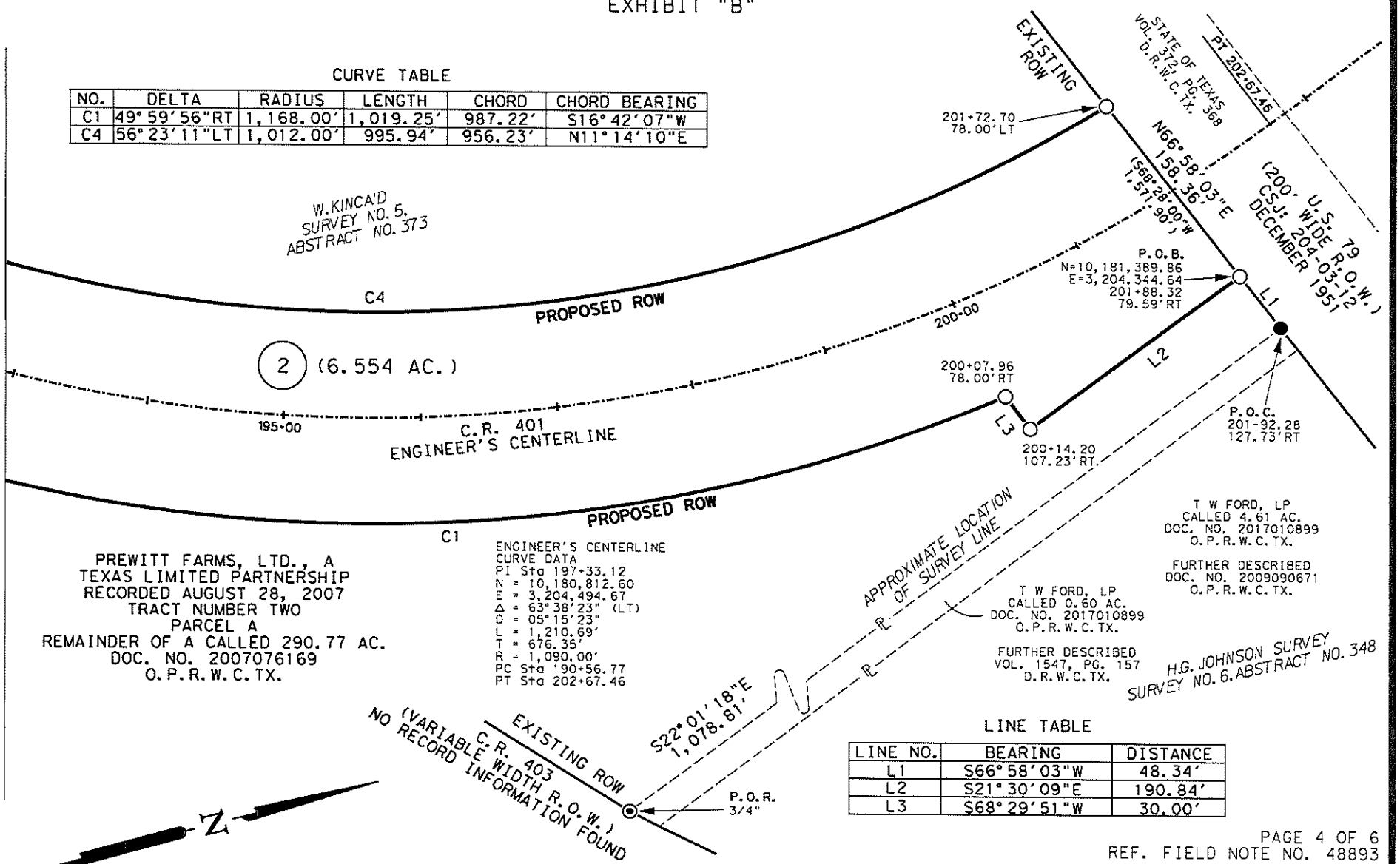


# EXHIBIT "B"

MATCH SHEET 5 OUT OF 6

## CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 49°59'56"RT | 1,168.00' | 1,019.25' | 987.22' | S16°42'07"W |
| C4 | 56°23'11"LT | 1,012.00' | 995.94' | 956.23' | N11°14'10"E |




PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
RECORDED AUGUST 28, 2007
TRACT NUMBER TWO
PARCEL A
REMAINDER OF A CALLED 290.77 AC.
DOC. NO. 2007076169
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 197+33.12
N = 10,180,812.60
E = 3,204,494.67
Δ = 63°38'23" (LT)
D = 05°15'23"
L = 1,210.69'
T = 676.35'
R = 1,090.00'
PC Sta 190+56.77
PT Sta 202+67.46

## LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | S66°58'03"W | 48.34' |
| L2 | S21°30'09"E | 190.84' |
| L3 | S68°29'51"W | 30.00' |

N

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS


REF. FIELD NOTE NO. 48893

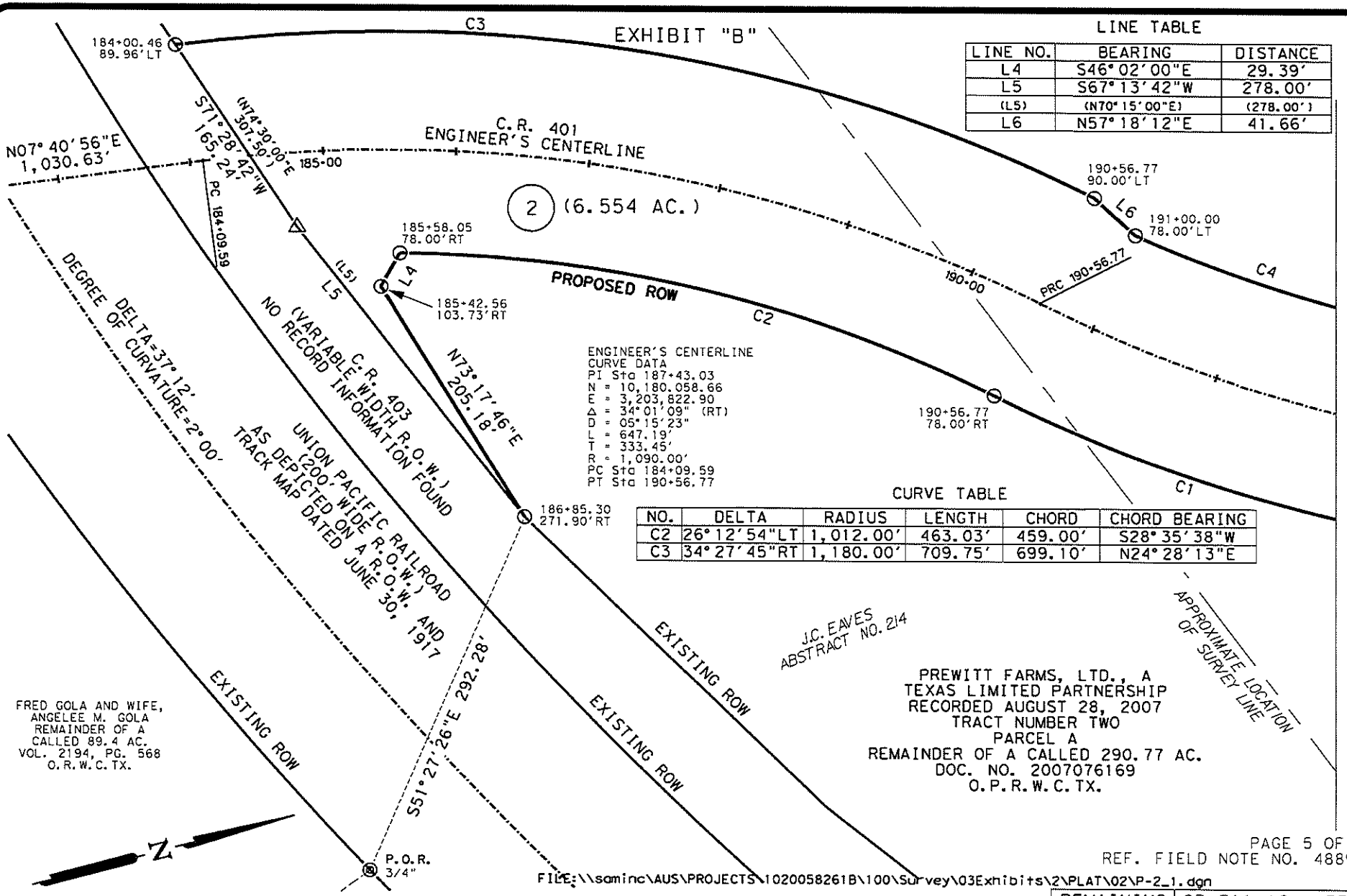
FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\P-2_2.dgn

| | | | | | |
|---|---|---|---|---|---|
| EXISTING | *45.082 AC. | ACQUIRE | 6.554 AC. | REMAINING | 27.711 AC. LEFT |
| | | | | REMAINING | 10.817 AC. RIGHT |

SAM™
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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)

# EXHIBIT "B"




ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 187+43.03
N = 10,180,058.66
E = 3,203,822.90
Δ = 34°01'09" (RT)
D = 05°15'23"
L = 647.19'
T = 333.45'
R = 1,090.00'
PC Sta 184+09.59
PT Sta 190+56.77

LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L4 | S46°02'00"E | 29.39' |
| L5 | S67°13'42"W | 278.00' |
| (L5) | (N70°15'00"E) | (278.00') |
| L6 | N57°18'12"E | 41.66' |

CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C2 | 26°12'54"LT | 1,012.00' | 463.03' | 459.00' | S28°35'38"W |
| C3 | 34°27'45"RT | 1,180.00' | 709.75' | 699.10' | N24°28'13"E |

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

MATCH SHEET 4 OUT OF 6

PAGE 5 OF 6
REF. FIELD NOTE NO. 48893

FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\P-2_1.dgn

| | | | | | |
|---|---|---|---|---|---|
| | | | | REMAINING | 27.711 AC. LEFT |
| EXISTING | *45.082 AC. | ACQUIRE | 6.554 AC. | REMAINING | 10.817 AC. RIGHT |


SAM™
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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 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) |
| ■ | TYPE I CONCRETE MONUMENT FOUND |
| ⊡ | TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND |
| ⊙ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| ▲ | 80D NAIL FOUND |
| ⊕ | MAGNAIL FOUND |
| ◉ | SPINDLE FOUND |
| ✖ | RAILROAD TIE |
| △ | 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) |

# EXHIBIT "B"

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2100341, ISSUED BY TEXAS TITLE INSURANCE COMPANY, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021.

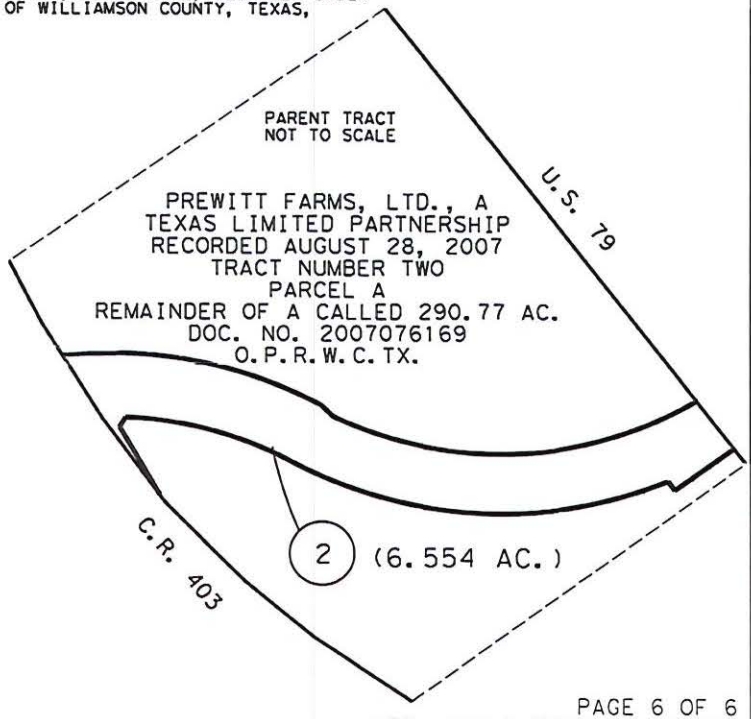
10A. EASEMENT DATED AUGUST 6, 1967, EXECUTED BY A.A. ZIZINIA TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 419, PAGE 484, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

B. WATER LINE EASEMENT DATED JUNE 3, 2015, EXECUTED BY PREWITT FARMS, LTD. AND ZIZINIA WILLIAMSON COUNTY, LTD. TO NOACK WATER SUPPLY CORPORATION, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, UNABLE TO PLOT, MAY AFFECT.

C. EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION FILED AUGUST 12, 2020 TO QWEST COMMUNICATIONS COMPANY, LLC, F/K/A QWEST COMMUNICATIONS CORPORATION, SPRINT COMMUNICATION COMPANY, LP AND LEVEL 3 COMMUNIVATIONS, LLC, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, BLANKET IN NATURE, MAY AFFECT.

D. TERMS, PROVISIONS AND CONDITIIONS OF RECORDING MEMORANDUM DATED JUNE 25, 2020, EXECUTED BY AND BETWEEN ZIZINIA WILLIAMSON COUNTY, LTD. AND PREWITT FARMS, LTD., AS GRANTORS AND M2E3, LLC, AS GRANTEE, RECORDED UNDER DOCUMENT NO. 202093091, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.




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 1.00012352. 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 TEXAS TITLE INSURANCE COMPANY, GF NO. GT2100341, EFFECTIVE DATE DECEMBER 1, 2021, AND ISSUED DATE DECEMBER 10, 2021. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 401 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM HNTB. SCHEMATIC RECEIVED BY SAM, LLC. IN MAY, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.





REF. FIELD NOTE NO. 48893

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. FILE:\\saminc\AUS\PROJECTS\1020058261B\100\Survey\03Exhibits\2\PLAT\02\P-2.dgn

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

1/6/2022

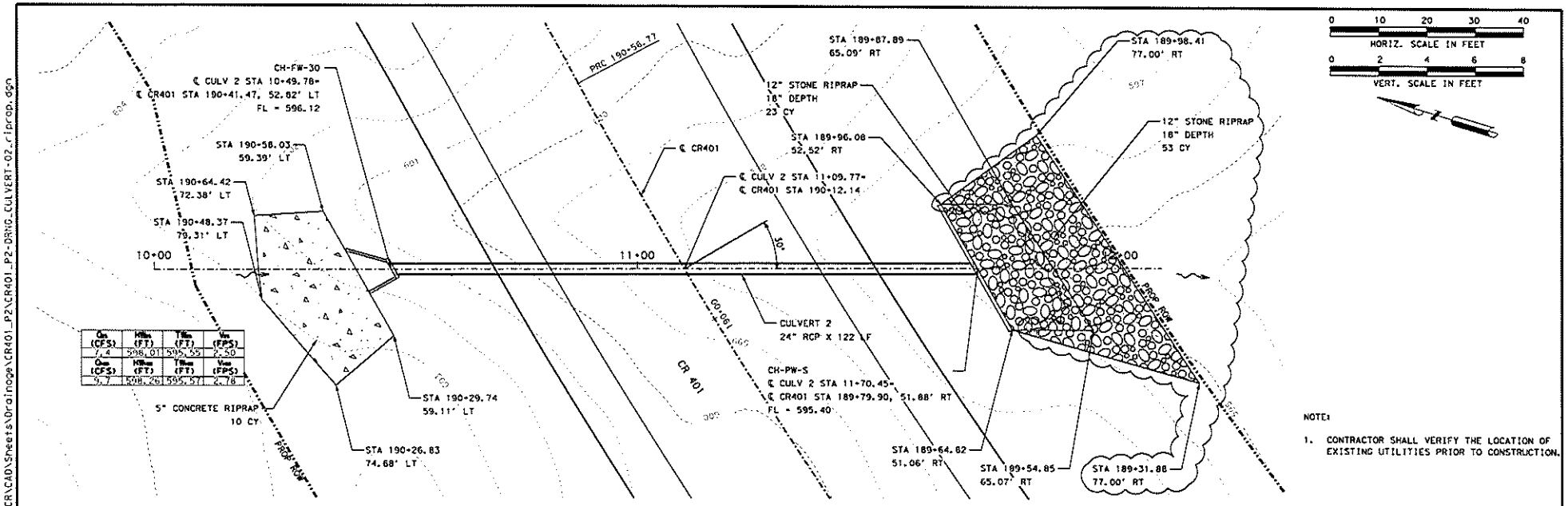
DATE

| | | | | | |
|---|---|---|---|---|---|
| EXISTING | *45.082 AC. | ACQUIRE | 6.554 AC. | REMAINING | 27.711 AC. LEFT |
| | | | | REMAINING | 10.817 AC. RIGHT |

SAM™
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
PREWITT FARMS, LTD., A
TEXAS LIMITED PARTNERSHIP
PARCEL 2
6.554 AC. (285,470 SQ. FT.)

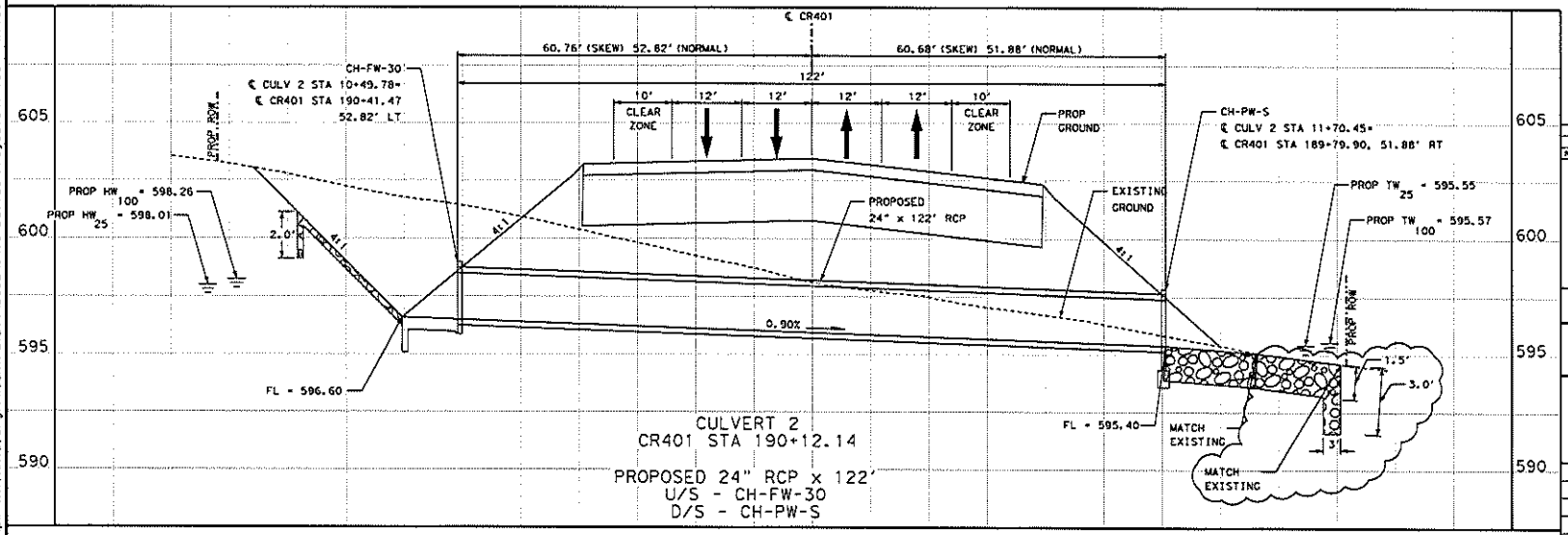
# EXHIBIT "C"




| Q100 (CFS) | HW100 (FT) | TW100 (FT) | V100 (FPS) |
|---|---|---|---|
| 7.4 | 598.01 | 595.55 | 2.50 |
| Q25 (CFS) | HW25 (FT) | TW25 (FT) | V25 (FPS) |
| 5.7 | 598.26 | 595.57 | 2.78 |

NOTE:

1. CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.




CULVERT 2
CR401 STA 190+12.14

PROPOSED 24" RCP x 122'
U/S - CH-FW-30
D/S - CH-PW-S

| NO. | REVISIONS | BY | DATE |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY
1848

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners
Firm Registration Number F-420

Texas Department of Transportation

©2022 by Texas Department of Transportation; all rights reserved

COUNTY ROAD 401
CULVERT LAYOUT
CULVERT 2

SHEET 2 OF 4

| DIST. NO. | FEDERAL AID PROJECT NO. | | SHEET NO. |
|---|---|---|---|
| 6 | | | |
| STATE | DISTRICT | COUNTY | 151 |
| TEXAS | | WILLIAMSON | |
| CONTROL | SECTION | JOB | HIGHWAY NO. |
| 0204 | 03 | 044 | CR 401 |

11:45:08 AM
3/18/2025
P:\\Pw-Int.hntb.org\PWCentralDiv\Documents\Dallas Projects\17139 - Wilco CR\CADD\Sheets\Drainage\CR401_P2\CR401_P2-DRNG_CULVERT-02_riprap.dgn

...\CR401_P2-DRNG_CULVERT-02_riprap.dgn

# EXHIBIT "D"

Parcels 1+2

**DEED**
County Road 401 Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That **PREWITT FARMS, LTD., a Texas Limited Partnership and ZIZINIA WILLIAMSON COUNTY, LTD., a Texas Limited Partnership** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

TRACT ONE: All of that certain 1.097 acres (48,610 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 1**); and

TRACT TWO: All of that certain 6.554 acres (285,470 square foot) tract of land, out of and situated in the William Kincaid Survey, Abstract No.373 and the J.C. Eaves Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 2**);

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2025.

*[signature page follows]*

**GRANTOR:**

PREWITT FARMS, LTD.,
a Texas Limited Partnership

By:_____

Name:_____

Title:_____

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**GRANTOR:**

ZIZINIA WILLIAMSON COUNTY, LTD.,
a Texas Limited Partnership

By:_____

Name:_____

Title:_____

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

# PREWITT(1.2)--purchase contract (combined) for CR 401 r.o.w. W-final values (DC 4.22.25)

Final Audit Report 2025-07-23

| | |
|---|---|
| Created: | 2025-07-22 |
| By: | Barron, Adler, Clough & Oddo, LLP (schneider@barronadler.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA7WCAD9fki21WBZ3Zs4GuimnmnkOsX11K |

## "PREWITT(1.2)--purchase contract (combined) for CR 401 r.o.w. W-final values (DC 4.22.25)" History

Document created by Barron, Adler, Clough & Oddo, LLP (schneider@barronadler.com)
2025-07-22 - 4:03:04 PM GMT

Document emailed to azizinia@actpipe.com for signature
2025-07-22 - 4:03:14 PM GMT

Document emailed to junieprewitt@gmail.com for signature
2025-07-22 - 4:03:14 PM GMT

Email viewed by azizinia@actpipe.com
2025-07-22 - 5:01:57 PM GMT

Signer azizinia@actpipe.com entered name at signing as AA Zizinia
2025-07-22 - 5:06:05 PM GMT

Document e-signed by AA Zizinia (azizinia@actpipe.com)
Signature Date: 2025-07-22 - 5:06:07 PM GMT - Time Source: server

Email viewed by junieprewitt@gmail.com
2025-07-22 - 5:28:30 PM GMT

Signer junieprewitt@gmail.com entered name at signing as Edith Renee Prewitt
2025-07-23 - 4:09:53 PM GMT

Document e-signed by Edith Renee Prewitt (junieprewitt@gmail.com)
Signature Date: 2025-07-23 - 4:09:55 PM GMT - Time Source: server

Agreement completed.
2025-07-23 - 4:09:55 PM GMT

Adobe Acrobat Sign

**Commissioners Court - Regular Session** **61.**

**Meeting Date:** 08/05/2025

Corridor B/Chandler Road Purchase Contract

**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 real estate contract with Darla Kruger to purchase Lot 25, Block A of the Thomas Park Subdivision required for the construction of Corridor B/Chandler Road. Funding Source: LTP P457

### Background

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:13 AM |
| Form Started By: Don Childs | | Started On: 07/30/2025 04:41 PM |
| Final Approval Date: 07/31/2025 | | |

# REAL ESTATE CONTRACT

Future Corridor B (Chandler Road)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DARLA KRUGER (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain Lot 25, Block A, of Thomas Park Subdivision, Section 2, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet N, Slides 256-257 of the Official Public Records of Williamson County, Texas.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

### Purchase Price

2.01. The Purchase Price for the Property shall be the sum of FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before August 31, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years are not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property. **Seller will not be required vacate the property for at least 90 days from the date of closing.**

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation

but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees and real estate broker fees to be paid by each party respectively as incurred.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and insure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

**GRANTOR**:

_____
Darla Kruger

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit "A"

**DEED**
Corridor B (Chandler Road)

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That DARLA KRUGER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain Lot 25, Block A, of Thomas Park Subdivision, Section 2, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet N, Slides 256-257 of the Official Public Records of Williamson County, Texas.

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: none

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor B (Chandler Road).

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2025.

*[signature page follows]*

**GRANTOR**:

_____
**Darla Kruger**

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Darla Kruger, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **62.**

**Meeting Date:** 08/05/2025

Corridor B/Chandler Road Purchase Contract

**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 real estate contract with Douglas and Dorothy Knauth to purchase Lot 22, Block A of the Thomas Park Subdivision required for the construction of Corridor B/Chandler Road. Funding Source: LTP P457

### Background

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:14 AM |
| Form Started By: Don Childs | | Started On: 07/30/2025 04:43 PM |
| Final Approval Date: 07/31/2025 | | |

# REAL ESTATE CONTRACT

Future Corridor B (Chandler Road)

THIS REAL ESTATE CONTRACT ("Contract") is made by and between DOUGLAS A. KNAUTH AND DOROTHY I. KNAUTH (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain LOT 22, Block A, of Thomas Park Subdivision, Section 2, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet N, Slides 256-257 of the Official Public Records of Williamson County, Texas.

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

### Purchase Price

2.01. The Purchase Price for the Property shall be the sum of THREE HUNDRED EIGHTY-FIVE THOUSAND and 00/100 Dollars ($385,000.00).

### Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

## ARTICLE III
## PURCHASER'S OBLIGATIONS

### Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before August 31, 2025, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years are not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property. **Seller will not be required vacate the property for at least 90 days from the date of closing.**

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation

but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid for by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees and real estate broker fees to be paid by each party respectively as incurred.

## ARTICLE VI
## BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

## ARTICLE VIII
## MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and insure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. 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, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

**GRANTOR**:

_____
Douglas A. Knauth

_____
Dorothy I. Knauth

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Exhibit "A"

**DEED**
Corridor B (Chandler Road)

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:**

That DOUGLAS A. KNAUTH AND DOROTHY I. KNAUTH, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain Lot 22, Block A, of Thomas Park Subdivision, Section 2, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet N, Slides 256-257 of the Official Public Records of Williamson County, Texas.

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: none

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing,

mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Corridor B (Chandler Road).

**TO HAVE AND TO HOLD** the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future Corridor B (Chandler Road) right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2025.

*[signature page follows]*

**GRANTOR**:

_____
**Douglas A. Knauth**

_____
**Dorothy I. Knauth**

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Douglas A. and Dorothy I. Knauth, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

**GRANTEE'S MAILING ADDRESS:**
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **63.**

**Meeting Date:** 08/05/2025

Hero Way Relocation Claim

**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 claim for actual moving expenses with J&M LLC, dba Action Roofing for costs related to the right of way acquisition on Hero Way Parcel 207. Funding Source: TANS P588

### Background

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

claim

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:15 AM |
| Form Started By: Don Childs | | Started On: 07/30/2025 04:56 PM |
| Final Approval Date: 07/31/2025 | | |

# CLAIM FOR ACTUAL MOVING EXPENSES

**Print or Type All Information**

| | | |
|---|---|---|
| 1. Name of Claimant(s)<br>J&M, LLC dba Action Roofing | Parcel No: 207 | County: Williamson<br>Project: RM 2243/Hero Way |

☐ Residence ☒ Business ☐ Farm ☐ Nonprofit ☐ Sign ☐ Other

| | |
|---|---|
| 2. Address of Property Acquired by Williamson County:<br>7200 Ranch Road 2243<br>Georgetown, Texas 78628<br><br>Claimant's Telephone No.: [redacted] | 3. Address Moved To:<br>[redacted] |
| 4. Occupancy of Property Acquired by Williamson County:<br>From (Date): 2004 — To (Date of Move): 03/28/2025<br>☒ Owner/Occupant ☐ Tenant | 5. Distance Moved: 16 Miles<br>7. Mover's Name and Address:<br>Negotiated Self Move |

| 6. Controlling Dates | Mo. | Day | Yr. |
|---|---|---|---|
| a. First Offer in Negotiation | 04 | 20 | 2023 |
| b. Date Property Acquired | 04 | 16 | 2024 |
| c. Date Required to Move | 07 | 12 | 2024 |

8. Property Storage (attach explanation)
From (Date): To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): To (Date of Move): N/A

| 9. Amount of Claim: | |
|---|---|
| a. Moving Expenses | $107,417.24 |
| b. Reestablishment Expenses | $ |
| c. Searching Expenses | $ |
| d. Tangible Property Loss | $ |
| e. Storage | $ |
| f. Temporary Lodging | $ |
| **g. Total Amount** | **$107,417.24** |

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Payment of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Jacob Jaeb
Claimant

Date of Claim:
07/01/2025
Claimant

**Spaces Below to be Completed by Williamson County**

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses, and this claim is recommended for payment as follows:

Amount of $ 107,417.24

7-28-2025
Date

Relocation Agent

Date

Williamson County Judge

# NEGOTIATED SELF-MOVE REQUEST

**Print or Type All Information - Read Rules on Reverse Side**

| | | |
|---|---|---|
| 1. Property Owner's Name: J&M, LLC | Parcel No.: 207 | County: Williamson<br>Highway No.: RM 2243/Hero Way |
| 2. Name and Address of Applicant: 7200 Ranch Road 2243<br>Georgetown, TX 78628<br>Telephone No.: | 3. Place of Relocation (Address): [redacted] | |
| 4. Occupancy of Property Acquired by County:<br>From (Date): 2004 To (Date of Move): 03/28/2025<br>☒ Owner ☐ Tenant<br>☒ Business ☐ Advertising Sign<br>☐ Farm ☐ Other<br>☐ Nonprofit Organization | 5. Type Activity/Property to be Moved: all inventory in photos excluding electronics (TVs _6, Computers - 5, Security Camera System<br>6. Value of Property to be Moved: $<br>7. Distance of Move:<br>Yards: Miles 16 | |
| 8. Time Required to Move:<br>Hours: Day(s) 5 | 9. Amount Requested for Self-Move: $<br>$115,000.00 | |

10. Notification has been received to move from Williamson County acquired property and authorization is requested for a self-move of all personal property from the parcel at a cost not to exceed the amount shown in Block 9. Enclosed with this request is a list of all property to be relocated together with a tabulation of items requiring special handling, disconnection and reinstallation, plus special equipment and packing materials essential for the completion of this move. I certify that all information attached hereto or included hereon is true and correct. I further certify that all property shown on the attached listing will be moved to, and installed at, the address shown in Block 3 above in accordance with the terms under which the self-move payment is authorized.

Date: 03/06/2025

Applicant's Signature

Owner

Title or Position (Owner, Manager, etc.)

| 11. Controlling Dates | Mo. | Day | Yr. |
|---|---|---|---|
| a. First Offer in Negotiations | 04 | 20 | 2023 |
| b. Property Acquired by State | 04 | 16 | 2024 |
| c. Required to Move | 07 | 12 | 2024 |

12. Cost estimates (copies attached)

a. High Commercial Estimate $ 132,993.00 *

b. Low Estimate or Dept. Cost Finding $ 107,417.24*

I have prepared and examined this request and all supporting documentation and recommend ☒ approval ☐ denial.

3-11-2025
Date

Preparing Right of Way Agent

I have examined this request and supporting documentation and:

☑ Recommend a payment of $ 107,417.24

☐ Find that payment cannot be authorized because
(List reasons payment cannot be authorized. Use extra page if necessary)

3-12-25
Date

Right of Way Agent

Payment is approved in the amount of $ 107,417.24

Date:

By:

Williamson County

* Please Note, ther are two seperate estimates from each mover these have been combined for this negoiated self move estimate one is for the office personal property and the personal property located on the parcel, the second is to move the Personal property truck with sign.

# RIGHT OF WAY OF TEXAS, LLC

3411 SAM BASS ROAD, ROUND ROCK, TEXAS 78681
(O) (512) 372.6220


July 29, 2025

TO: Lisa Dworaczyk, Sheets and Crossfield

FROM: Danny Jackson, Right of Way of Texas

SUBJECT: Negotiated Self Move Claim

Williamson County:
Hero Way
Parcel 207

**Forms included with this submission include:**

Claim Form for Actual Moving Expenses
W-9 for J & M, LLC
Approved Negotiated Move
Two Move Estimates from A-Line Relocation and Expert Relocation
Displacee Move Plan and Scope of Work

Displacement Pictures
Vacancy Pictures
Replacement Pictures
Certification of Eligibility
Relocation Advisor Assistance Parcel Record
30 day notice to Vacate
90 day relocation letter

REMARKS

Attached is the claim for the negotiated self-move for J & M, LLC dba Action Roofing.

We have verified that the items that were contracted to be moved have been moved and verified by this office. We recommend payment of the invoice as submitted.

Please have the County sign the claim for actual moving expenses and the Negotiated Self Move Request form, both highlighted for your reference.

If you have any questions or need any additional information, please do not hesitate to call me at 512-922-5930.

## Danny Jackson

**From:** Richelle Brown <richelle@actionroofingaustin.com>
**Sent:** Friday, April 4, 2025 2:59 PM
**To:** Danny Jackson
**Subject:** Re: Hero Way Parcel 207 Negotiated Self Move

Accepted. We plan to be moved by 4/18.
Thank you,
Richelle Brown
Operations Manager
Action Roofing & Construction

On Apr 2, 2025, at 10:17 AM, Danny Jackson <danny.jackson@rowtx.com> wrote:

Richelle, hi

Your request for a Negotiated Self Move is approved in the amount of the low commercial bid, in the amount of $107,417.24.

In order to be reimbursed all items will need to be relocated and reinstalled at the replacement location. A representative of this office will need to inspect and verify that the move has been completed, once this is done we will be able to request payment for this move.

Please note if any items are not moved and reinstalled at the replacement site the amount of the Negotiated Self Move may be reduced.

Please respond back to the email stating acceptance and when you expect to have the move completed.

If you have any questions , please do not hesitate to call me.

Thanks,
Danny

**As of February 3, 2025, Right of Way of Texas has relocated, our new address is shown below.**

**Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
**Project Manager**
**Right of Way of Texas, LLC.**
**Cell 512-922-5930**
**danny.jackson@rowtx.com**
**3411 Sam Bass Road**
**Round Rock, Texas 78681**

rowtx.com

<image001.png>

**A-Line Relocation**
429 Doe Run
Georgetown, TX 78628
+15129688883
Travis@ALineRelocation.com
www.ALineRelocation.com

# Estimate

**ADDRESS**
Action Roofing
7200 Ranch Rd 2243
Georgetown, TX 78628

**SHIP TO**
Action Roofing
1301 CR 258
Liberty Hill, TX 78642

**ESTIMATE #** 1863
**DATE** 02/14/2025

**TXDMV 00664581C**

**US DOT 2284558**

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **MISC** | Disassemble/brace/remove/move/reassemble roof structure | 1 | 12,000.00 | 12,000.00 |

TOTAL **$12,000.00**

Accepted By

Accepted Date

**A-Line Relocation**
429 Doe Run
Georgetown, TX 78628
+15129688883
Travis@ALineRelocation.com
www.ALineRelocation.com

# Estimate

**ADDRESS**
Action Roofing
7200 Ranch Rd 2243
Georgetown, TX 78628

**SHIP TO**
Action Roofing
1301 CR 258
Liberty Hill, TX 78642

**ESTIMATE #** 1862
**DATE** 01/31/2025

**SHIP DATE**
02/11/2025

**TXDMV 00664581C**

**US DOT 2284558**

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **Packing** | | 21 | 800.00 | 16,800.00 |
| **Packing Materials** | | 1 | 6,623.00 | 6,623.00 |
| **Moving** | Moving Office Contents (Excluding Electronics) | 20 | 800.00 | 16,000.00 |
| **Unpacking** | | 15 | 800.00 | 12,000.00 |
| **MISC** | Trailers | 1 | 4,600.00 | 4,600.00 |
| **Travel Fee** | | 22 | 760.00 | 16,720.00 |
| **Moving** | Moving Roofing Materials and shop contents | 17 | 800.00 | 13,600.00 |
| **MISC** | Disposal of Packing Supplies | 1 | 1,500.00 | 1,500.00 |
| **MISC** | Palletize band and move slate roofing tiles | 1 | 10,500.00 | 10,500.00 |
| **MISC** | Track loader for pallets and materials | 1 | 4,500.00 | 4,500.00 |
| **MISC** | Move Gates and misc outdoor items | 1 | 7,200.00 | 7,200.00 |
| **MISC** | Disassemble cubicles (No reassembly) | 10 | 300.00 | 3,000.00 |
| **Packing Materials** | Uni Pak | 15 | 350.00 | 5,250.00 |
| **Moving** | Flat Bed Truck | 1 | 2,700.00 | 2,700.00 |

VETERAN OWNED AND OPERATED

TOTAL **$120,993.00**

Accepted By

Accepted Date

**Quality Moving is Our Business**

Expert Relocation SYSTEMS

# Expert Relo Deliverables

The cost to relocate the office, office warehouse, storage shed, outdoor vehicles, and outdoor implements is $93,742.24. These totals include the pack, relocation, delivery and unpack of the office contents, pack, relocation, and delivery of the shed contents, and the relocation of the outdoor vehicles excluding the old model truck. The scope is based on the inventory gathered via walkthrough in Sept of 2023 and the adjusted scope/pictures provided in Feb 2025. The project includes the below deliverables:

- Provide necessary manpower, equipment, materials and expertise to relocate the referenced items.
- Full packing and unpacking services (maid-service not included).
- Provide necessary prep of contents/equipment.
- Load and deliver to a standard-access destination within 50 miles of origin address.
- Aid with creation of a labeling system for proper item delivery.
- Provide appropriate protection for all buildings both internal and external.
- Full value liability at $500,000 valuation with $0 deductible.
- Remove equipment, materials and mover-generated debris.
- Vehicle relocation is limited to:1 2-wheel farm implement, 1 half flatbed half shed trailer, 1 white cargo trailer,1 gooseneck bin trailer, 1 boat on trailer, 1 empty white boat trailer, 1 wood deck semi-flat bed trailer.
- This proposal is based on the information gathered at the walkthrough of the origin address or on provided inventories and other data as defined in this proposal. Additional services, locations or access problems not defined in this scope can result in additional charges.
- This proposal excludes the following: any fixed items, dismounting of any wall-hung fixtures or furnishings, any permitting needed to relocate items, any special materials, facility upgrades or construction needed to support fixtures at destination, any permitting or special consideration needed to move fluids, paints or other environmentally concerning materials, relocation of any item sunk into concrete, deconstruction of building/door frames/windows to allow for exits (should these activities be needed they will need to be considered under a separate budget and COI).
- Dismount, prep, packaging, relocation and reinstall of 6 TVs is not considered in the scope.
- Reinstallation of cubicle walls in not considered in the scope.

Please contact Kaleb Smith with additional questions or concerns.

3/25/2025

Expert Relocation
SYSTEMS

A relocation proposal prepared expressly for:

Action Roofing
C/O Right of Way Texas, LLC – Danny Jackson
7200 Ranch Road 2243
Georgetown, Texas 78628

# Office and Storage Shed Pack, Relocation, Delivery


Prepared By:

Kaleb Smith
Expert Relocation Systems, LLC
6001 Techni Center Dr. Ste C;
Austin TX 78721
(512) 431-3875
Kaleb.Smith@ExpertRelo.com
TXDMV # **009818347C**

**Quality Moving is Our Business**

Expert Relocation SYSTEMS

# Expert Relo Deliverables

The cost to move the old model truck and dis/reassemble the roofing structure currently located in the bed of the truck is $13,675. The scope is based on the inventory gathered via walkthrough in Sept of 2023 and the adjusted scope/pictures provided in Feb 2025. The project includes the below deliverables:

- Provide necessary manpower, equipment, materials and expertise to relocate the referenced items.
- Full packing and unpacking services as necessary (maid-service not included).
- Provide necessary prep of contents/equipment.
- Load and deliver to a standard-access destination within 50 miles of origin address.
- Aid with creation of a labeling system for proper item delivery.
- Provide appropriate protection for all buildings both internal and external.
- Full value liability at $50,000 valuation with $0 deductible.
- Remove equipment, materials and mover-generated debris.
- Vehicle relocation is limited to: 1 x old model truck.
- This proposal is based on the information gathered at the walkthrough of the origin address or on provided inventories and other data as defined in this proposal. Additional services, locations or access problems not defined in this scope can result in additional charges.
- This proposal excludes the following: any fixed items, dismounting of any wall-hung fixtures or furnishings, any permitting needed to relocate items, any special materials, facility upgrades or construction needed to support fixtures at destination, any permitting or special consideration needed to move fluids, paints or other environmentally concerning materials, relocation of any item sunk into concrete, deconstruction of building/door frames/windows to allow for exits (should these activities be needed they will need to be considered under a separate budget and COI).

Please contact Kaleb Smith with additional questions or concerns.

2/13/2025

# Displacee Move Plan

Form MP



| | | |
|---|---|---|
| Displacee's Name: J&M, LLC | Project: Highway RM 2243 / Hero Way | Parcel No: 207 |
| Displacement Address: 7200 Ranch Road 2243 Georgetown, TX 78628 | ☐ Own ☐ Rent Square Footage: Lease Amount: $ | |
| Replacement Address: [redacted] | Special moving equipment needed: ☐ Pallet Jack ☐ Forklift ☒ Flatbed ☐ Crane ☒ Other | |
| Distance of move: 16 miles | Date move to begin: 03/24/2025 | |
| Time needed for move: 5 days | Storage required: None | |
| Special utility requirements for replacement site: N/A | Hazardous or Regulated materials to be moved: N/A | |
| Zoning considerations: N/A | Regulatory issues: N/A | |
| Permits needed: N/A | Contractors needed: ☐ Electrician ☐ Plumber ☐ Equipment Technician ☒ Security System Technician ☒ Other | |
| Date of personal property inventory (attached): See photo inventory | Date of merchandise for resale inventory (attached): | |
| Other special requirements (attach additional sheets if necessary): | * see below for items that are not included as part of the negotiated self move and will be paid as actual cost move. | |

Displacee's Signature: Jacob Smola

Displacee's Name (printed): Jacob Smola

Displacee's Title/Position: Owner

Relocation Agent's Signature:

*Items excluded from this negotiated self move and to be moved by others as a actual cost move include
6 TV monitors to be moved and reinstalled
5 computers to be moved and reinstalled
security system to be moved and reinstalled
Business card and envelopes and any business advertising items that are specific to the displacement location

Hero Way
Parcel207
Action Roofing
Inventory 3-11-2025

O ice Building
10 Desks, 9 Chairs, 3 file cabinets, various o ice supplies, 4 cubicles, deer mounts bookcases/shelves, refrigerator

Garage
Shelves and tables, storage cabinets, all supplies, building materials

Storage building
2 Metal shelving units, wood shelves, wood tables, all wood, metal, shingles, building material and supplies

Yard
Bench, birdbath, statue, various ladders, building material, metal sheathing, wood, shingles, slate shingles, 5 tra ilers, boat, metal gates
Truck with Wooden Sign

Additional items are shown on the photo inventory dated 3-11-2025

Signature
Date: 03/12/2025

Hero Way
Parcel207
Negotiated Self Move Bid and Scope of Work to be completed by J&M LLC Action Roofing

What is included in our Negotiated Self Move are the personal property items shown in the attached inventory list along with the photo inventory of 3-11-2025.
The replacement location is 100 Sunset Ridge, Liberty Hill, Texas 78642, which is approximately 16 miles from our present location. The approximate time needed for this move is 5 days with an anticipated move completion date 3-31-2025.

This negotiated self-move will include disconnecting and dismantling all of the equipment in the o ice building, garage, storage building and yard, disassembling all cubicles, packing, and loading and moving of all personal property items on the displacement location and shown on the attached inventory and photo inventory. Included will be all moving equipment necessary to disconnect, package , lift, move, load and unload all personal property.

Also included are any modifications to the building at the replacement site necessary for the reinstallation of the personal property to function properly and according to code. This will include all manpower, lifts, jacks, supervision, etc., necessary to perform the modifications in compliance with plans, city codes, county codes, ordinances, engineer 's requirements, etc., in addition to including all plumbing, electrical, drainage, etc., necessar y to allow all the personal property to function properly. We will provide all labor, material, equipment, and construction management to complete the construction. All phases of any modifications will be managed and supervised throughout the project.

All personal property will be moved to its proper location, reassembled, reinstalled and connected to its proper utility. When complete the move will comply to all city codes, county requirements, ordinances, engineer 's requirements, etc., along with a certificate of occupancy from the city or county, if necessary. All phases of this move will be managed and supervised.

Our bid to complete this move is $115,000.00

Additional items to be paid separately as part of an actual cost move and not part of this Negotiated Self Move are as follows:

- 6 TV Monitors that will be removed and reinstalled at the replacement location.
- 5 Computers that will be moved and set up at the replacement location.
- Security system will be moved and reinstalled at the replacement location.
- Business cards, and envelopes that are currently on hand that are specific to the displacement location to be replaced with replacement location.



Signature

Date: 03/12/2025

# CERTIFICATION OF ELIGIBILITY

Project: RM 2243 / Hero Way
Parcel: 207
Displacee: Action Roofing

**Individuals, Families and Unincorporated Businesses or Farming Operations**

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

**or**

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

N/A
Claimant Date:

Claimant Date:

**Incorporated Business, Farm or Nonprofit Organizations**

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Michael Smith
Claimant Date: 5/3/23

# RELOCATION ADVISORY ASSISTANCE - PARCEL RECORD

**Use Separate Form for Each Displaced Family Unit or Business/Farm/Non-Profit (Print or Type All Information)**

| | | |
|---|---|---|
| Displacee's Name (Include Spouse's Name): Action Roofing & Constraction | ~~ROW CSJ:~~ Parcel No: 207 | County: Williamson Project No.: RM2243/ Hero way |
| Original Address (Place of Displacement): JAM, LLC 7200 RR 2243 Georgetown, TX 78628 Phone No.: 512-844-1802 | New Address: [redacted] Phone No.: Site or Apt. No.: | |
| Gender: ☐ Male ☐ Female | ADA Considerations / Special Needs: None | Ethnic Code: ☒ White ☐ Hispanic ☐ American Indian/Alaskan Native ☐ Black ☐ Asian or Pacific Islander ☐ Other |
| Fee Interest Before Displacement: ☒ Owner ☐ Tenant | | Fee Interest After Relocation: ☒ Owner ☐ Tenant |

| Existing Lease | Replacement Lease |
|---|---|
| Date signed: | Date signed: |
| Duration: N/A | Duration: N/A |
| Lease amount: $ | Lease amount: $ |
| Utilities included? ☐ yes ☐ no | Utilities included? ☐ yes ☐ no |

**Business, Farm or Nonprofit Organization**

| | | |
|---|---|---|
| Type of Activity: Roofing Contractor | | ☒ Continued ☐ Terminated |
| Last two years income: Year 1: $ | Year 2: $ | |

**Residential Displacements**

| | |
|---|---|
| Type of Property (Single Detached, Multi-Family, etc.) | Number of Persons Actually Living in Dwelling: |

Age/Sex/Relationship of Other Household Occupants: N/A

| Total Number of Rooms in Subject: | Number of Bedrooms: | Number of Bathrooms: | Number of Rooms Occupied: | Living Space (Sq. ft.): |
|---|---|---|---|---|
| | | | | |

Displacee Income:

1. Occupation (Where & What):
2. Gross Last 12 Months $
3. Other sources of eligible income:
4. Welfare (Source & Amounts):

The information contained within this form is being collected to allow the Agency to provide the best possible advisory services and to help identify all possible relocation benefits the displacee(s) is/are eligible for. By signing below I certify, to the best of my knowledge, that all the foregoing information is current and accurate and that no information has been withheld or omitted.

Displacee Signature: Jacob Smola Date: 03/12/2025

Displacee Name (printed): Jacob Smola Title: Owner

**Relocation Agent Use Only**

| | |
|---|---|
| Reason displacee verification not included: | Date move plan received/approved: |

Relocation Agent's Signature: Danny Jackson Date:

Relocation Agents' Name (printed): Danny Jackson

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

| Relocation Agent Use Only (continued) | | | |
|---|---|---|---|
| Date of Occupancy: 20+ years | Date Required to Move: 7-12-2024 | Actual Date of Move: | Distance of Move: 16 |
| Date Notified of Availability of Relocation Payments and Assistance (Services): 5-3-2023 | | | |
| Date Displacee Offered Assistance in Locating Replacement Housing or Operating Facility: 5-9-2023 | | | |
| Name of Other Agencies Assisting in Relocation: Williamson County | | | |
| Date of 90 day notice: 5-9-23 | | Method used to verify certificate of eligibility: self | |
| Date of 30 day notice: 6-12-24 | | Date of initiation of negotiations: 4-20-2023 | |
| Method used to verify income: NA | | Translator needed? ☐ Yes ☒ No: Language of displacee: | |

Date and Substance of Follow-up Contacts (Use extra pages if necessary):

See attached contact notes

# Contact Notes

Project Hero Way
Parcel 207
Name Action Roofing

| Date | Comments |
|---|---|
| 07-29-23 | Met with appraiser on site for perappraisial inspection. Met with property owner to explain project, appraisal process and relocation. I told Richelle Brown that I would be back in contact when the approved appraisal is completed, and an offer is made and if she had any questions to call me. |
| | Contact is [redacted] |
| 04-21-23<br><br>04-28-23<br><br>05-03-23 | IOL sent<br><br>Called to set up meeting to go over relocation left message<br><br>Met with Richelle Brown, Action Roofing to discuss their relocation entitlements, Because Action Roofing is a tenant they are eligible for Searching, Moving Costs and Reestablishment. I explained the available types of moves and I also explained the 90 day letter and the 30 day letter. |
| 05-09-23<br><br>05-15-23 | Sent 90 day letter.<br><br>Called Richelle to see if they had any questions regarding the relocation letters sent to them, she did not at that time. |
| 09-13-23 | Met with Richelle Brown to discuss their move options. I also had Kaleb Smith with Expert Relocation come by to look at the personal property to be moved and to give an estimate of the move.<br>Richelle said that they were planning on having a mover move their personal property instead of them doing a negotiated self-move.<br>She also said that they would like to move in their slow season, which is wintertime, the spring and summer were their busy times, and they did not want to move during that time. I told them we would work with them on scheduling a move time for them. |
| 10-07-23<br><br>12-19-23 | Received estimate from Expert Relocation.<br><br>Sent Richelle Brown, Jacob Smola and Michael Smola copy of move estimate from Expert Relocation. |
| 01-05-24 | Call with Jacob Smola to discuss estimate he said that we would discuss further once the County has possession of the parcel. |

| | |
|---|---|
| 04-16-24<br><br>06-12-24 | Deposit in Court, possession of parcel.<br><br>30 day letter sent |
| 06-25-24 | Call to Richelle Brown to see if she had any questions regarding the 30 day letter that was sent, she said that she did not have any at this time. I asked if they had found a replacement location, she said that they were looking, she also stated again that they wanted to see about moving in their slow season, I told her it should not be an issues, but I would find out for her and let her know. |
| 07-15-24 | Called Richelle Brown to check and see if they had found a replacement location, she said that they had a couple of locations they were looking at. She said that they should be able to move around the end of the year.<br>They are planning on doing a actual cost move, I told her that when we get close to the time for them to move that I would come back out and go over there relocation benefits again , she said that would be great, I asked her not to contract with any movers until she spoke with me, she said she would. |
| 11-26-24 | Sent email to Rechell brown to see if they had found a new location to move and to see if I can set a time to come by and discuss their relocation benefits and to update my inventory of items to be moved.<br>No reply to email |
| 12-06-24<br><br>12-20-24 | Laura Nelson Called Richell Brown, and she told her they had not found a place and did not want to meet at this time.<br><br>I called Richell Brown and left message.<br>Richelle called me back and she said that they may have found a place they made a offer and were waiting for a response. She said she would keep me updated and that they did want to meet before they started their move. I also let her know that the County wants to start clearing improvements around February 1, 2025, she said they would keep that in mind. She said that they may have a place and will let me know by 12-27-24. |
| 01-16-25 | Met with Richelle Brown to go over with her their relocation benefits. I again explained their move options, searching, commercial or negotiated self-move, reestablishment expenses. She asked if I could have a couple of mover give move bids and I said that I would set that up. |
| 01-31-25 | Met with Travis Kieke, A-Line Relocation for him to inspect the parcel and property to be moved and to prepare his estimate. I also did a photo inventory of the personal property to be moved. |
| 02-04-25 | Called Kaleb Smith, Expert Relocation and ask him if he could update his move estimate from the previous one he did a couple of years ago, I sent him updated pictures and he said that he would send the estimate to me. |

| | |
|---|---|
| 02-13-25<br><br>02-17-25<br><br>02-19-25 | Received move estimates from Expert Relocation and from A-Line Relocation and are in the process of reviewing.<br><br>Sent Estimates to Sheets and Crossfield for review and approval of amounts.<br><br>Lisa approved the estimates |
| 03-04-25 | Richelle Brown with Action Roofing has been on vacation. I called her today and she said that they are considering doing a negotiated self-move, and they are waiting on estimates to move the computer and the security system. |
| 03-05-24<br><br>03-10-25 | Met with Richelle Brown and provided her move plan and NgSM form for them to complete and send back.<br><br>Received back NgSM forms will work on preparing package for County approval. |
| 03-12-25<br><br>05-06-25<br><br>05-12-25 | NgSM approved by Williamson County.<br><br>Inspected replacement location and verified move a displacement location.<br><br>Sent NgSM claim documents to Richelle Brown, Action Roofing for signature. |
| 07-21-25<br><br>07-29-25 | Received back signed NgSM claim form.<br><br>Sent NgSM claim package to Sheets and Crossfield for review and payment. |
| | |
| | |
| | |
| | |
| | |

**Commissioners Court - Regular Session** **64.**

**Meeting Date:** 08/05/2025

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 settlement agreement with Steven and Kelly Counts to acquire 0.266 acres required as right of way for the construction of Corridor H. (Parcel 34). Funding Source: TANS P588

### Background

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:15 AM |
| Form Started By: Don Childs | | Started On: 07/30/2025 05:00 PM |
| Final Approval Date: 07/31/2025 | | |

# 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 29, 2025

**Via e-mail:** preznik@braungresham.com
Patrick Reznik
Braun & Gresham
P.O. Box 1148
Dripping Springs, Texas 78620
ATTORNEY FOR CONDEMNEES
STEVEN M. COUNTS AND KELLY D. COUNTS

**RULE 11 SETTLEMENT AGREEMENT**

Re: *Williamson County, Texas v. Steven M. Counts and Kelly D. Counts*; Cause No. 21-1851-CC2; filed in the County Court at Law No. Two of Williamson County, Texas; Corridor H project; Parcel 34.

Dear Mr. Reznick:

This letter will serve as a Rule 11 Settlement Agreement ("Agreement") between Williamson County, Texas ("Condemnor") and Steven M. Counts and Kelly D. Counts (hereinafter "Condemnees"), (collectively the "Parties") as to the following:

1. This Rule 11 Settlement Agreement is for the resolution of the above referenced condemnation case brought by the Condemnor.

2. Condemnor agrees to pay the total compensation amount of $250,000.00 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. 21-1851-CC2, including, but not limited to, compensation for Condemnor's fee simple acquisition, described in Exhibit "A" ("Parcel 34") attached hereto, damages to the remainder, if any, and any costs to cure.

3. The Parties agree to settle this condemnation case for the acquisition of Parcel 34 via an agreed or final judgment for the total compensation amount of $250,000.00.

4. The Parties agree that $250,000.00 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 Possession and Use Agreement in this case.

5. 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.

6. Plaintiff shall make such payment by wire transfer, check, or warrant payable to "Patrick Reznik, FBO Steven M. Counts and Kelly D. Counts" and if applicable, deliver such payment to Patrick Reznik, or any other attorney or staff member, at 14101 W Hwy 290, Suite 1300, Austin, TX 78737 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.

7. Condemnor's sole compensation obligation shall be the total payment of $250,000.00 for Parcel 34. Any compensation claims made in this case by parties to this lawsuit shall be satisfied from this payment without further recourse to Condemnor.

8. 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.

9. 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.

10. This Agreement may be filed as a Rule 11 agreement in both cases.

11. 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:**

Patrick Reznik
Braun & Gresham
P.O. Box 1148
Dripping Springs, Texas 78620

ATTORNEY FOR CONDEMNEES
STEVEN M. COUNTS AND KELLY D. COUNTS

**AGREED AND ACCEPTED:**

Williamson County, Texas

By: _____

Steven Snell County Judge

Date: _____

EXHIBIT "A"



County: Williamson
Parcel No.: 34
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

March 25, 2021

**PROPERTY DESCRIPTION FOR PARCEL 34**

DESCRIPTION OF A 0.266 ACRE (11,590 SQ. FT.) PARCEL OF LAND LOCATED IN THE J.H. DILLARD SURVEY, ABSTRACT 179, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF CALLED 1.204 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO STEVEN M. COUNTS AND SPOUSE, KELLY D. COUNTS, RECORDED MAY 8, 2007 IN DOCUMENT NO. 2007038981, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.266 ACRE (11,590 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 190.89 feet left of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 316+50.30 on the east line of a called 1.887 acre tract of land, described in a deed to E.D. Thomas and wife, W.L. Thomas, recorded in Volume 1361, Page 738, Official Records of Williamson County, Texas (O.R.W.C.TX.), for the southwest corner of a called 1.00 acre tract of land, described in a deed to Phyllis C. Beckham, recorded in Document No. 2000056918, O.P.R.W.C.TX., same being the northwest corner of said 1.204 acre tract;

**THENCE** S 09°57'11" W, with the common line of said 1.887 acre tract and said 1.204 acre tract, a distance of 115.74 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,169,747.02, E=3,111,527.20) set 77.00 feet left of Sam Bass Road E.C.S 316+70.91 on the proposed north right-of-way line of Sam Bass Road, for the northwest corner and **POINT OF BEGINNING** of the parcel described herein;

**THENCE** departing the common line of said 1.887 acre tract and said 1.204 acre tract, with the proposed north right-of-way line of said Sam Bass Road, over and across said 1.204 acre tract, the following two (2) courses and distances numbered 1-2:

1) S 69°47'20" E, a distance of 226.58 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 77.00 feet left of Sam Bass Road E.C.S. 318+97.48, and

2) N 70°27'11" E, a distance of 44.16 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 105.25 feet left of Sam Bass Road E.C.S. 319+31.43 on the existing west right-of-way line of Deer Trail Circle, a 50 foot wide right-of-way easement, recorded in Volume 624, Page 808, Deed Records of Williamson County, Texas (D.R.W.C.TX.);

3) **THENCE** S 65°10'15" E, departing the existing west right-of-way line of said Deer Trail Circle, continuing with the proposed north right-of-way line of said Sam Bass Road, over and across said Deer Trail Circle, a distance of 25.09 feet to a calculated point 103.23 feet left of Sam Bass Road E.C.S. 319+56.44 on the centerline of said Deer Trail Circle, for the northeast corner of the parcel described herein, said point being the beginning of a curve to the right;

**THENCE** departing the proposed north right-of-way line of said Sam Bass Road, with the centerline of said Deer Trail Circle, the following two (2) courses and distances numbered 4-5:

4) With said curve to the right, an arc distance of 30.34 feet, through a central angle 07°19'49", having a radius of 237.12 feet, and a chord that bears S 32°57'25" W, a distance of 30.32 feet to a calculated point, and

5) S 36°37'20" W, a distance of 47.20 feet to a calculated point, for the southeast corner of the parcel described herein;

5) **THENCE** N 65°25'45" W, over and across said Deer Trail Circle, passing at a distance of 25.56 feet a calculated point at the intersection of the existing west right-of-way line of said Deer Trail Circle and the existing north right-of-way line of Sam Bass Road, a variable width right-of-way, no record information found, for the southeast corner of said 1.204 acre tract, and continuing with the existing north right-of-way line of said Sam Bass Road for a total distance of 261.05 feet to a 1/2-inch iron rod found, for the southeast corner of said 1.887 acre tract, same being the southwest corner of said 1.204 acre tract and the parcel described herein, from which a 1/2-inch iron rod found, for the southwest corner of said 1.887 acre tract bears N 65°36'43" W, a distance of 9.98 feet to a calculated point, and N 64°31'49" W, a distance of 144.61 feet;

**THIS SPACE INTENTIONALLY LEFT BLANK**

6) **THENCE** N 09°57'11" E, departing the existing north right-of-way line of said Sam Bass Road, with the common line of said 1.887 acre tract and said 1.204 acre tract, a distance of 29.25 feet to the **POINT OF BEGINNING**, and containing 0.266 acre (11,590 sq. ft.) of land, more or less of which 0.045 acre (1,953 sq. ft.) lies within the existing right-of-way of Deer Trail Circle.

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.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, 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




3/25/21

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

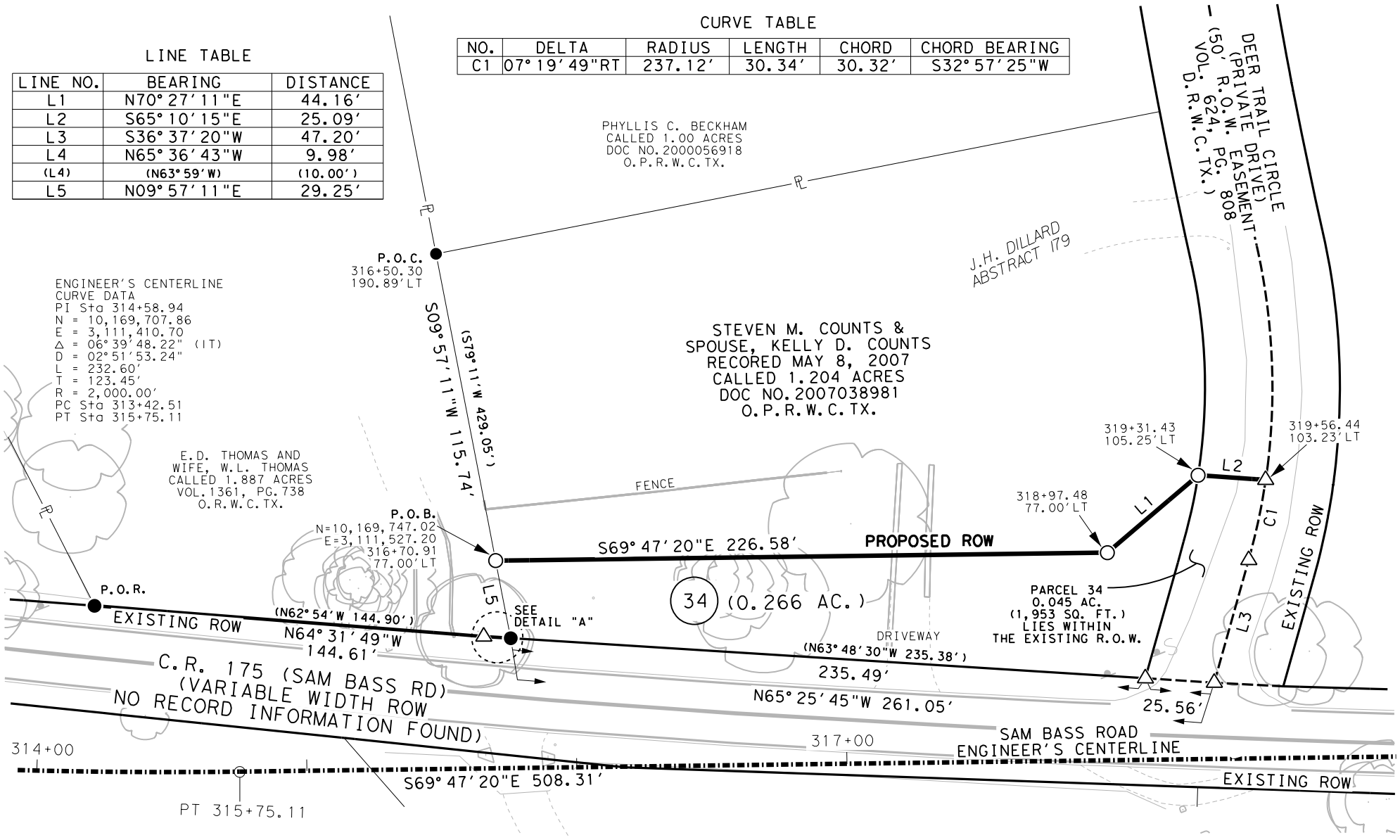
# EXHIBIT "A"

## LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | N70°27'11"E | 44.16' |
| L2 | S65°10'15"E | 25.09' |
| L3 | S36°37'20"W | 47.20' |
| L4 | N65°36'43"W | 9.98' |
| (L4) | (N63°59'W) | (10.00') |
| L5 | N09°57'11"E | 29.25' |

## CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 07°19'49"RT | 237.12' | 30.34' | 30.32' | S32°57'25"W |






REF. FIELD NOTE NO. 46725

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\34\PLAT\01\P-34.dgn

| EXISTING | 1.204 AC. | ACQUIRE | 0.266 AC. | REMAINING | 0.982 AC. LEFT |
|---|---|---|---|---|---|

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

SAM®
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
STEVEN M. COUNTS &
SPOUSE, KELLY D. COUNTS
PARCEL 34
0.266 AC. (11,590 SQ. FT.)

# EXHIBIT "A"

## 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) |

SCHEDULE B:

THIS SURVEY HEREON WAS PREPARED IN CONJUCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 2006593, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 20, 2020.

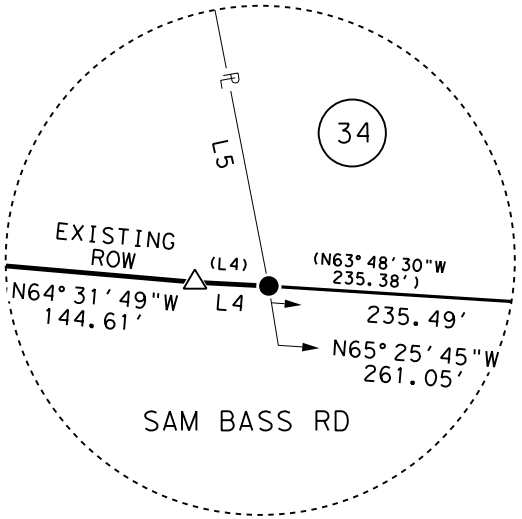
1. RESTRICTIVE COVENANTS: VOLUME 554, PG. 135, SUBJECT TO.

10F. INCLUSION WITHIN THE UPPER BRUSHY CREEK WCID, SUBJECT TO IF APPLICABLE.

G. EASEMENT FOR INGRESS AND AGRESS AND A PRIVATE RIGHT OF WAY AS SET FORTH IN VOLUME 624, PG. 808, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

H. EASEMENT GRANTED TO SOUTHWESTERN BELL TELEPHONE COMPANY FOR THE PURPOSE OF A COMMUNICATIONS EQUIPMENT STATION, RECORDED IN VOLUME 671, PG. 907, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. TERMS, CONSITIONS, AND STIPULATIONS AS SET FORTH IN THE AGREEMENT BETWEEN THE HOWARD CORPORATION AND RAY YATES, DATED AUGUST 16, 1972, RECORDED IN VOLUME 554, PAGE 135, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.




DETAIL "A"
NOT TO SCALE

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. 2006593, EFFECTIVE DATE FEBRUARY 7, 2020, AND ISSUED DATE FEBRUARY 20, 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.




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.

Scott C. Brashear

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

3/25/21

DATE


REF. FIELD NOTE NO. 46725

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\34\PLAT\01\P-34.dgn

| EXISTING | 1.204 AC. | ACQUIRE | 0.266 AC. | REMAINING | 0.982 AC. LEFT |
|---|---|---|---|---|---|

SAM®
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
STEVEN M. COUNTS &
SPOUSE, KELLY D. COUNTS
PARCEL 34
0.266 AC. (11,590 SQ. FT.)

**Commissioners Court - Regular Session** **65.**

**Meeting Date:** 08/05/2025

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:

1. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.
2. Discuss potential acquisition of real property located at 2800 Highway 95, Taylor, Texas 76574.
3. Discuss potential sale of approximately 98 acres located at Blue Springs Boulevard/Blue Ridge Drive, Georgetown, Texas.

### Background

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Delia Colon | 07/31/2025 10:18 AM |
| Form Started By: Don Childs | | Started On: 07/30/2025 05:23 PM |
| Final Approval Date: 07/31/2025 | | |