NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
November 18, 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 –63)

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

This transfer is needed to create and fund a new project — P737 (CR 344 Improvements).

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0200.0210.004100	Professional Services	500,000
To:	0200.0210.000777	Transfer to Capital Projects	500,000

5. Discuss, consider and take appropriate action on a line-item transfer for Road and Bridge.
This transfer is necessary for office modifications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004620	Furniture/Equip Rental	$30,000.00
To	0200-0210-004509	Facility Enhancements	$30,000.00

6. Discuss, consider and take appropriate action on transferring $15,000 from 0200-0210-005400 (Bridges) to P547 (CR 118/CR100).
This transfer is necessary for ongoing utility coordination on CR 118 bridge replacement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$15,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P547	$15,000.00

7. Discuss, consider and take appropriate action on transferring $475,000 from 0200-0210-003599 (Road Const./Maint.) to P623 (CR 313).
This transfer is necessary for sufficient funding for the continuation of CR 313 reconstruction.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	$475,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P623	$475,000.00

8. 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.

Apportionment funds are appropriated by the State. These funds are for the period of September through December 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

9. 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.

Apportionment funds are appropriated by the State. These funds are for the period of September through December 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	$6,063.07
	0100.0440.002010	FICA	$463.84
	0100.0440.002020	Retirement	$973.09

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

See attached documentation for details.

11. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, October 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

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

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

14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

15. Discuss, consider, and take appropriate action on appointing James Reeves to the ESD #1 Board of Commissioners. The term will be November 18, 2025–December 31, 2027.

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

17. Discuss, consider and take appropriate action on setting the calendar for the 2026-2027 county budget.

Please see the attached calendar for your consideration.

18. Discuss, consider and take appropriate action on an amendment to the Authorized Use Agreement with the 2026 Region 13 Mock Trial Competition to be held in the Williamson County Justice Center, 405 MLK, Georgetown, on Jan. 23, 2026, to include the use of the 368th District Courtroom.

19. Discuss, consider, and take appropriate action on approving the Service Agreement #2026-054 between Williamson County and CNC Holdings, LLC dba as Optimum Business for Cable Service at 515 Pine St, Georgetown, Texas 78626, for a monthly fee of $76.00 and an initial installation fee of $100.00, authorizing the execution of the service agreement and exempting the purchase from competitive bidding through Local Government Code 262.024 (7)(A)(c) electric, gas, power, water or utility services.

The approval of this Service Agreement will benefit Williamson County by providing Optimum Cable service at 515 Pine Street, Georgetown, TX 78626. Optimum is the preferred provider for the County with the best value for Internet and Cable service. Cable service will be provided by Optimum at $76.00 per month. The Agreement shall be effective upon execution by all parties and shall remain in full force and effect through September 30, 2029, unless terminated earlier in accordance with the terms of the agreement sooner. At the end of the agreement term, the Williamson County Commissioners Court reserves the right to renew the Agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County. The funding source for this is 01.0100.0560.004210 for FY26. Origination #4003. The department's point of contact is Virginia Johnson. The vendor is publicly traded. Therefore, Form 1295 is not required.

20. Discuss, consider, and take appropriate action on approving the Contract for Goods #2026-086 between Williamson County and Wireless CCTV, LLC for a surveillance trailer in the amount of $54,880.00, pursuant to the GSA GS-07F-031DA cooperative contract and authorizing the execution of the Contract.

The approval of this contract will benefit the Williamson County Sheriff's Office with a surveillance trailer that is portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device. This equipment holds a three-and-a-half year extended service plan and other necessary equipment listed on page eight (8) of exhibit A. The funding source is 01.0100.0560.005008 for FY26. Origination #4138. The department's point of contact is Lieutenant Russell Travis.

21. Discuss, consider, and take appropriate action on approving the Addendum to CARFAX Terms and Conditions and use of CARFAX for Police as an investigative resource tool for the Williamson County Sheriff's Department at no cost to the county, and authorizing the execution of the agreement.

The Williamson County Sheriff's Office is requesting approval to utilize CARFAX for Police as an investigative and research tool. This platform provides law enforcement agencies with access to comprehensive vehicle history reports, crash data, and related information to support investigations, enhance case efficiency, and improve the accuracy of vehicle-related research. Use of CARFAX for Police will assist deputies and investigators in identifying vehicles involved in criminal activity, locating potential suspects, and verifying information during ongoing investigations. The system integrates securely with existing law enforcement databases and tools, ensuring compliance with data security and privacy standards. The use of CARFAX will be for a term of one (1) year and will auto-renew for a

term of one (1) year. There is no cost to the County for participation in this program. This request has been reviewed and approved by Contract Audit, General Counsel, Risk Management, and Information Services. Origination #3939. The department's Point of Contact is Mary Johnson. S&P Global, the parent company of CARFAX, is publicly traded. Therefore, a Form 1295 is not needed.

22. Discuss, consider, and take appropriate action on the Addendum and Agreement #2026-067, a Memorandum of Understanding (MOU) between Williamson County Sheriff's Office and Texas A&M Engineering Extension Service (TEEX) for use of the TEEX RELLIS campus facilities and training assets located at 200 Technology Way, College Station, Texas, 77845, with a budgeted amount of $3,800.00 for training, and authorizing the execution of the agreement.

This Memorandum of Understanding (MOU) establishes the terms under which the Williamson County Sheriff's Office (WCSO) will be granted access to the TEEX RELLIS Training Center located in College Station, Texas. The agreement with TEEX provides WCSO with access to specialized training facilities and resources to support law enforcement operations and professional development, and readiness. Currently, the WCSO uses the drive track at TEEX for our Emergency Vehicle Operation Course (EVOC) Training. The MOU will remain in place for a one-year term starting on the day of execution. Even though no funds are being requested at this time, the WCSO has budgeted approximately $3,800.00 for related training expenses to be paid from funding line 01.0100.0560.004232 for FY26. Origination #4158. Form 1295 is not required as this agreement is with a governmental entity. The department's point of contact is Starla Hall.

23. Discuss, consider, and take appropriate action to approve Constable Pct. 3 office to apply for a Capital Area of Governments' Solid Waste Program grant.

CAPCOG uses state funds provided by the Texas Commission on Environmental Quality (TCEQ) generated from landfill tipping fees to support eligible solid waste projects within the region that help implement the regional solid waste management plan. The CAPCOG Solid Waste Program grants are estimated to provide $227,000 in pass-through funding to communities in its 10-county region for the 2026 and 2027 fiscal years to support management of municipal solid waste. Project award amounts will range between $10,000 and $40,000. This is a no-match grant, meaning Williamson County will not have to match any funds that may be awarded, that will allow our office to purchase equipment that will assist in our continuing effort to educate the public and enforce environmental laws.

24. Discuss, consider, and take any appropriate action to allow the Constable Pct 4 office to apply for grant funding from CAPCOG (Capital Area Council of Governments) for a Solid Waste Grant to facilitate environmental enforcement.

The Constable Pct 4 office is seeking approval to apply for grant funding from CAPCOG. This grant would provide the items outlined in the attached table, titled CAPCOG Solid Waste Grant Itemized Request. All items will be used for evidence collection and the prosecution of environmental crimes. Maintenance costs associated with cameras are minimal and are predominantly for replacing batteries and SD memory cards. All maintenance costs will be covered through funds already allocated for equipment repairs. The department POC for this grant is Lt. Mike Pendley. The grant value is $23,432.04 with no matching funds required from Williamson County.

25. Discuss, consider, and take appropriate action on approving Contract #2025351 for File Feed Fee for Symetra Benefits Implementation with Benefitfocus for Benefits Department in the amount of $3,500.00 and authorizing the execution of the vendor's service agreement.

This is for a Service Fee of $3,500.00 to be paid to Benefitfocus, Wilco's enrollment portal, to enable them to create a file feed to be sent to Symetra, Wilco's Group Life, Voluntary Life, Short Term and Long Term Disability, Accident and Critical Illness carrier. This file feed service fee is associated with the previous award of RFP #25RFP47. Both Contract Audit and General Counsel have reviewed Origination ticket 3410. The funding source is 01.0885.0886.004208 and the point of contact is Shelley Loughery. Wilco Benefits received confirmation from Benefitfocus that they are publicly traded, therefore no Form 1295 is required.

26. Discuss, consider, and take appropriate action on a proposed fee schedule increase for American Heart Association training materials.

Each year, the American Heart Association increases the cost of its eCards, books, and related materials. Once the AHA price increases are posted, the Williamson County EMS Outreach Education team reviews and updates the fee schedule to ensure that course fees accurately reflect the up-front expenditures associated with hosting each class. The updated fee schedule is included for review, consideration, and action.

27. Discuss, consider, and take appropriate action on approving the Agreement for Goods and Services Contract #2026-089 with Facilities Resource Inc. for Office Cubicles, pursuant to OMNIA Contracts #R240117 (HON) and #R22101 (Fellowes) for Emergency Management, in the amount of $49,069.77 and authorize execution of this agreement.

This Agreement for Goods and Services Contract #2026-089, attached, is between Williamson County and Facilities Resource Inc. for Office Cubicles through OMNIA Contracts #R240117 (HON) and R22101 (Fellowes) for Emergency Management located at 911 Tracy Chambers Road, Georgetown, Texas 78626. The funding Source is 01.0100.0541.005750. The Origination ID #4180 and the Point of Contact is Demaris Morales.

28. Discuss, consider and take appropriate action on the acceptance of a donation of Walmart gift cards in the amount of $700.00 to Veteran Services.

Walmart gift cards were donated to Veteran Services anonymously to be handed out to Veterans in need. Reference receipt #143086

29. Project Completion Letter of Transmittal Williamson County - Local Hazard Mitigation Plans Program (LHMPP)

Williamson County received a reimbursement grant from the General Land Office (GLO) of Texas for a comprehensive Hazard Mitigation Plan. The County's plan was completed and filed with FEMA in June 2025. The County has requested the final reimbursement payment and is ready to close the project with the GLO. The Project Completion Letter is the final document required for the GLO to close out the project.

30. Discuss, consider, and take appropriate action on approving Goods and Services Contract #2026-063 between Williamson County and Netsync Network Solutions, Inc. for the Cisco Webex Contact Center Implementation project at Justice of the Peace 3, located at 100 Wilco Way Suite 204, Georgetown, TX 78626, in the total amount of $17,076.00, and authorizing the execution of the agreement, pursuant to DIR Cooperative Contract #DIR-CPO-4866.

The purpose of the project is to transition the current call handling system for Justice of the Peace Precinct 3 from Cisco Unified Communications Manager and Cisco Unity Connection to the Cisco Webex Contact Center platform. The new system will enhance operational efficiency by providing improved reporting and call routing capabilities, along with advanced features such as call recording and expanded analytics. These upgrades will support more effective communication and service delivery within the precinct. The project completion date is expected to be on or before December 31, 2025. This project has been reviewed and approved by both the Budget Office and the Information Services Department. Funding for this implementation is 01.0100.0503.004100 for FY26. Origination #4126. The department's point of contact for this project is Rory Tierney.

31. Discuss, consider, and take appropriate action on approving Purchase of Goods Contract #2026-068 between Williamson County and SHI Government Solutions, Inc. for Security Awareness Training Platform, for a not-to-exceed amount of $67,157.66, pursuant to Omnia IT Solutions 2024056-02, and authorizing the execution of this agreement.

The KnowBe4 Security Awareness Training Subscription, along with the KnowBe4 PhishER Subscription, will benefit Williamson County with automatic prioritization for emails. PhishER™ helps InfoSec and Security Operations team cut through the inbox noise and respond to the most dangerous threats more quickly. PhishER is a key ingredient of an essential security workstream. It's a lightweight Security Orchestration, Automation and Response (SOAR) platform to orchestrate the threat response and manage the high volume of potentially malicious email messages reported by all users. And, with automatic prioritization of emails, PhishER helps InfoSec and Security Operations team cut through the inbox noise and respond to the most dangerous threats more quickly. Incident Response (IR) orchestration can easily deliver immediate efficiencies to your security team, but the potential value is much greater than that. Coverage Term: 12/1/2025 – 11/30/2026, funded by 01.0100.0503.004505 for FY26. Origination #3992. The Department's point of contact is Jeffrey Isbell.

32. Discuss, consider, and take appropriate action on approving the Service and Goods Contract #2026-65 between SHI Government Solutions Inc. and Williamson County for PowerDMS subscription, including PowerPolicy and PowerTraining Module, including SSO and user fees in the amount of $71,018.68, and authorizing execution of the contract pursuant to TIPS #230-105.

The approval of this contract will benefit the Williamson County Information Systems Department with the ability to create, edit, organize and distribute content from a secure, cloud-based site. This system is used as the County's policy document platform. Key features included are automatic workflows, signature capture and tracking, side-by-side comparison for policy documents, Public Facing documents, PowerDMS University and analytics, for advanced reporting. Exhibit A, of the attached contract, outlines the subscription, single sign-on service, and site connection fee. The coverage period is from 10/30/2025 to 10/29/2026. Funding source is 01.0100.0503.005741 as per the FY26 budget. Origination # 4007. Department point of contact is Janessa Stephens.

33. Discuss, consider, and take appropriate action on approving a Services Agreement between Williamson County and Semper Fi Solutions, Inc. for Virtual Chief Information Security Officer (vCISO) Managed Services to perform a Payment Card Industry (PCI) Assessment for the Williamson County Taxation Department in the amount of $22,500.00, and pursuant to DIR Cooperative Contract #DIR-CPO-5032, and authorize execution of the agreement.

Semper Feye Solutions, Inc (SFS) is an IT and Engineering solutions provider specializing in federal, state, and municipal engineering services. Designated a Service-Disabled Veteran Owned Small Business (SD-VOSB) and a Historically Underutilized Business (HUB) by the Federal government and the State of Texas. Through this engagement, Semper Feye Solutions proposes to perform a Payment Card Industry (PCI) Assessment for the Williamson County Taxation Department. Services will be provided as part of Virtual Chief Information Security Officer (vCISO) Managed Services in partnership with SFS/VISTRADA through DIR Cooperative Contract #DIR-CPO-5032. This service will benefit Williamson County by ensuring compliance with Payment Card Industry Data Security Standards (PCI-DSS), which are essential for safeguarding taxpayer payment information and reducing cybersecurity risks. The assessment will help identify potential vulnerabilities, strengthen data protection practices, and support continued secure and reliable electronic payment processing with the Taxation Department. Funding for this agreement will be provided through line item 01.0100.0503.004100 for FY26. Contract Audit, General Counsel, Budget, and Information Services have approved this proposal. Origination #4187. The department's point of contact is Tammy McCulley.

34. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-095 between Williamson County and Workplace Solutions, Inc. for the Road and Bridge Department Office Buildout in the not-to-exceed amount of Ninety Thousand Eight Hundred Seventy Dollars and Sixty-Four Cents ($90,870.64) pursuant to Sourcewell’s Cooperative Contract #091423-TKN and authorize execution of the agreement.

This Agreement for Construction Services between Williamson County and Workplace Solutions, Inc. is for the Road and Bridge Office Buildout, located at The Williamson County Road & Bridge (R&B) Office, 3151 SE Inner Loop, Georgetown, TX 78626 Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0200.0210.004509 and the point of contact is Christy Matoska.

35. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-096 between Williamson County and Falkenberg Construction Co, Inc. for the Medic 11 Dumpster Enclosure Project in the not-to-exceed amount of Sixty-One Thousand Six Hundred Ten and 97/100 Dollars ($61,610.97) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement.

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co, Inc. is for the Medic 11 Dumpster Enclosure located at 1781 E Old Settlers Park, Round Rock, TX 78664. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached on Exhibit A. The funding source is 01.0100.0509.004509 and the point of contact is Christy Matoska.

36. Discuss, consider, and take appropriate action on approving the Construction Service Agreement No. 2026-097 between Williamson County and Falkenberg Construction Co, Inc. for the Emergency Services Operation Center (ESOC) Cube Space Conversion in the not-to-exceed amount of Forty-Three Thousand Two Hundred Eighty-Two Dollars and 13/100 ($43,282.13) pursuant to BuyBoard Cooperative Contract #728-24 and authorize execution of the agreement.

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co, Inc. is for the ESOC Cube Space Conversion located in Georgetown, TX 78664. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0509.004509 and the point of contact is Christy Matoska.

37. Discuss, consider, and take appropriate action on ratifying and approving the final plat for the Atlas Ranch Phase 1 Section 1 subdivision – Precinct 4.

This is the first section of the Atlas Ranch Ph 1 Sec 1 subdivision. It consists of 225 residential lots, 3 open space lots, 1 pond lot, 1 wastewater treatment plan lot, 1 utility lot, and 10,105 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $5,233,859.34 has been posted with the County to cover the cost of the remaining construction. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline
2025-05-06 – initial submittal of the final plat
2025-06-05 – 1st review complete with comments
2025-06-27 – 2nd submittal of final plat
2025-07-11 – 2nd review complete with comments
2025-08-20 – 3rd submittal of final plat
2025-09-04 – 3rd review complete with comments
2025-09-15 – 4th submittal of final plat
2025-09-29 – 4th review complete with comments
2025-09-29 – 5th submittal of final plat
2025-10-13 – 5th review complete with comments
2025-10-14 – 6th submittal of final plat
2025-10-14 – 6th review complete with comments cleared
2025-10-27 – receipt of final plat with signatures
2025-11-10 – County Engineer approval letter sent
2025-11-10 – final plat placed on the November 18th, 2025 Commissioners Court agenda for consideration

38. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 4 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for Seven HMAC Widening Projects. Funding source: 01.0200.0210.004100.

39. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 5 to Work Authorization No. 1 under the Williamson County Contract between K Friese and Associates and Williamson County dated May 31, 2022, for On Call Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

40. Discuss, consider and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 under The Williamson County Contract between Lockwood, Andrews & Newnam (LAN) and Williamson County dated June 2, 2022, for Engineering Services for Roadway Widening on CR 100 from Chandler Road to CR 105, approximately 11,375'. Funding source: 01.0200.0210.004100.

41. Discuss, consider and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 under the Williamson County Contract between Lockwood, Andrews & Newnam (LAN) and Williamson County dated June 2, 2022, for Engineering Services for Roadway Widening on CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'. Funding source: 01.0200.0210.004100.

42. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 1 under the Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

43. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 2 under the Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for Best fit roadway centerline alignment on various county roads throughout Williamson County. Funding source: 01.0200.0210.004150.

44. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the On-Call Environmental Services (CR 201) contract executed February 25, 2020, between Williamson County and SWCA Incorporated relating to the Road and Bridge Program.

45. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 5 to Work Authorization No. 1 under the Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019, for Smith Branch Flood Control Near Juvenile Justice Center. Funding source: P519

46. Discuss, consider and take appropriate action on Work Authorization No 2 in the amount of $100,000.00 to expire December 31, 2026, under Williamson County Contract for Engineering Services between DCCM North America, LLC and Williamson County dated August 5, 2025, for Utility Coordination and Relocation for CR 344.

47. Discuss, consider and take appropriate action on Work Authorization No. 6 in the amount of $112,140.00 to expire December 31, 2026, under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for CR 344, Jarrell from Intersection of the CR 305 and Bud Stockton Loop to the North Approximately 5000 Feet.

48. Discuss, consider and take appropriate action on Work Authorization No 7 in the amount of $221,460.00 to expire on December 31, 2026, under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the CR 344 Project.

49. Discuss, consider and take appropriate action to correct the Funding Source provided in Item No 24 of the Williamson County Commissioners Court Session on October 28, 2025, to provide that Funding Source: P499 as the correct funding source for the Materials Testing and Geotechnical Engineering Services contract with Atlas Technical Consultants LLC. for CR 201.

50. Discuss, consider, and take appropriate action on approving Contract #2026-073 for the Purchase of 2 John Deere FC15R Flex Wing Rotary Cutters from Coufal-Prater Equipment LLC dba United Ag & Turf for the total amount of $61,795.60 pursuant to Co-Op Sourcewell 082923-DAC and authorizing the execution of the agreement.

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 and Origination ID# is 3897. Point of Contact is Gary Thoene.

51. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Metal Beam Guard Fence, under IFB #26IFB7.

Williamson County is seeking qualified companies to provide experienced Metal Beam Guard Fence (MBGF) crews and materials to replace and/or install new MBGF and remove existing deteriorated/damaged MBGF. The Estimated Budget is $200,000.00. The funding source is 01.0200.0210.003599 and the point of contact is Kelly Murphy.

52. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the East Wilco Highway, Segment 5 contract executed on March 19, 2024, between Williamson County and BGE, Inc. relating to the 2023 Road Bond Program.

BGE, Inc. Supplemental No. 1 to Work Authorization No. 1 extends the termination date to November 30, 2026. Project: P693 Fund Source: Road Bond

53. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the CR 123 contract executed on July 3, 2024, between Williamson County and Doucet & Associates, Inc. relating to the 2023 Road Bond Program.

Doucet & Associates, Inc. Supplemental No. 1 to Work Authorization No. 2 extends the termination date to February 28, 2026.
Project: P682
Fund Source: Road Bond

54. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 4 to the Bagdad Rd./CR 279 contract executed on April 7, 2020, between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program.

Binkley & Barfield, Inc. Supplemental No. 1 to Work Authorization No. 4 extends the termination date to May 31, 2026. Project: P343 Fund Source: Road Bond Program

55. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the CR 258 contract executed on March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

American Structurepoint, Inc. Supplemental No. 2 to Work Authorization No. 1 extends the termination date to March 31, 2026. Project: P665 Fund Source: Road Bond

56. Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 4 to the On-Call Surveying Services (LRTP) contract executed March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to the LTP/Corridor Program.

This Supplemental No. 2 to Work Authorization No. 4 extends the termination date to May 31, 2026. Project: P457 Fund Source: LTP/Corridor Program

57. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Liberty Hill Bypass East (Segment 3) contract executed on March 19, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program.

LJA Engineering, Inc. Supplemental No. 3 to Work Authorization No. 1 extends the termination date to September 30, 2026. Project: P663 Fund Source: Road Bond

58. Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Ronald Reagan Corridor, Segment C2 contract executed on March 19, 2024, between Williamson County and Volkert, Inc. relating to the 2023 Road Bond Program.

Volkert, Inc. Supplemental No. 3 to Work Authorization No. 1 extends the termination date to August 31, 2026. Project: P672 Fund Source: Road Bond

59. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the On-Call Surveying Services contract executed May 9, 2024, between Williamson County and Landesign Services, Inc. Inc. relating to the 2023 Road Bond Program.

This Supplemental No. 4 to Work Authorization No. 1 is for surveying services in the amount of $27,855.00 and terminates on December 31, 2026. Project: P671, P672 & P673 Fund Source: Road Bond

60. Discuss, consider, and take appropriate action on Supplemental No. 6 to Work Authorization No. 1 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program.

This Supplemental No. 6 to Work Authorization No. 1 is for additional environmental services in the amount of $11,369.12. Project: P695 Fund Source: Road Bond

61. Discuss, consider, and take appropriate action on Supplemental No. 6 to Work Authorization No. 1 to the Chandler Corridor, Segment 2 contract executed on September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP/Corridor Program.

BGE, Inc. Supplemental No. 6 to Work Authorization No. 1 extends the termination date to January 30, 2026. Project: P600 Fund Source: LTP/Corridor Program

62. Discuss, consider, and take appropriate action on Work Authorization No. 2 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program.

This Work Authorization No. 2 is for construction phase services in the amount of $52,896.67 and terminates on January 31, 2027. Project: P695 Fund Source: Road Bond

63. Discuss, consider, and take appropriate action on Work Authorization No. 7 to the On-Call Surveying Services (CR 332) contract executed May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program.

This Work Authorization No. 7 is for surveying services in the amount of $19,337.25 and terminates on July 31, 2026. Project: P366 Fund Source: Road Bond

REGULAR AGENDA

64. Discuss, consider and take appropriate action on Proclamation designating December 2, 2025, Tree of Angels Day in Williamson County.

Please see the attached Proclamation.

65. 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 expenditures for the Records Archive Fund-County Clerk.

This budget amendment is appropriating funds that were encumbered in Fiscal Year 2025. The project was not all completed in Fiscal Year 2025, thus needing the balance of the funds to be reappropriated for Fiscal Year 2026 to complete the project.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0384-0384-004550	Imaging & Microfilming	$1,551,078.42

66. 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 expenditures for the Uncompensated Care Fund.

This budget amendment is related to the approval of agenda item #42 on the November 4, 2025, agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0338.0540.001100	Salaries	$12,576.95
	0338.0540.002010	FICA	$962.14
	0338.0540.002020	Retirement	$1,919.56

67. Discuss, consider and take appropriate action to approve the projects and budgets for the 2026 Capital Improvement Program.

Action was taken on 9/9/25 Commissioners Court agenda # 49, 9/30/25 Commissioners Court agenda # 53, and 11/4/25 Commissioners Court agenda # 43 to approve budgets and assignments of project numbers for a portion of the 2026 Capital Improvement Program. An updated list is attached.

68. Discuss, consider and take appropriate action regarding a resolution relating to a public hearing and approving financing by Tarrant County Cultural Education Facilities Finance Corporation for the benefit of Baylor Scott & White and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Section 147(f) of the Internal Revenue Code provides that the bonds must be approved by: (1) the governmental unit which issued such bond, or on behalf of which such bond was issued; and (2) generally, each governmental unit having jurisdiction over the area in which the facility is financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved, because Baylor Scott & White is financing and refinancing renovations at and improvements to certain facilities in Williamson County - namely, facilities on the Baylor Scott & White Medical Center Round Rock Campus. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). The bonds are not a liability of Williamson County.

69. Discuss, consider, and take action to approve the FINAL renewal of the Investment Advisory Agreement between Hilltop Securities Asset Management, LLC, and Williamson County for the County Treasurer and approve execution of the agreement.

Approve the FINAL renewal of the Investment Advisory Agreement between Hilltop Securities Asset Management, LLC, and Williamson County for the County Treasurer covering the original term of September 7, 2021, through September 6, 2025, with an optional two-year (2) renewal from September 7, 2025, through September 6, 2027, under the same pricing, terms, and conditions as the original agreement; approved on September 14, 2021, under Agenda Item #25, the County Treasury has agreed to proceed, and it has been approved by Contract Audit; as Hilltop Securities Asset Management, LLC is publicly traded, the funding source is 01.0100.0409.004100, and the point of contact is Scott Heselmeyer. Form 1295 is not required.

70. Discuss, consider, and take appropriate action on ratifying the approval of the new contract #2026-076 between Thomson Reuters and Williamson County at the annual amount of $9,255.00 for year one (1), $9,717.72 for year two (2), and $10,203.60 for year three (3), for a new 36-month term and authorizing the execution of the contract, as per DIR contract #DIR-CPO-5258, terminating the current contract approved on 10.5.2021, under Agenda Item 11 which included multiple departments, in order to remove Constable Pct #4's portion from the existing agreement.

The original agreement was approved on 10.05.2021 as a combined contract for the County Judge's Office (General Counsel), DA, JP1 and Constable 4. Constable 4 has requested to be removed from the overall agreement. Instead of continuing with a consolidated agreement for the remaining three departments, each department will now have a stand-alone contract to provide each individual department with more flexibility for user and product management. The new contract provides the District Attorney's Office with access to the Thomson Reuters CLEAR Proflex research products. Contact Audit and General Counsel have reviewed the agreement and addendum. Due to this being time-critical, the addendum had to be signed by the County Judge in advance of the Commissioners Court meeting. Funding Source: 01.0100.0440.004210. Point of Contact: Doreen Meyers. Thomson Reuters is publicly traded, therefore no Form 1295 is required.

71. Discuss, consider, and take appropriate action on ratifying the approval of the new contract #2026-077 between Thomson Reuters and Williamson County at the annual amount of $6,170.04 for year one (1), $6,478.56 for year two (2), and $6,802.44 for year three (3), for a new 36-month term and authorizing the execution of the contract, as per DIR contract # DIR-CPO-5258, terminating the current contract approved on 10.5.2021, under Agenda Item 11 which included multiple departments, in order to remove Constable Pct #4's portion from the existing agreement.

The original agreement was approved on 10.05.2021 as a combined contract for the County Judge's Office (General Counsel), DA, JP1 and Constable 4. Constable 4 has requested to be removed from the overall agreement. Instead of continuing with a consolidated agreement for the remaining three departments, each department will now have a stand-alone contract to provide each individual department with more flexibility for user and product management. The new contract provides the County Judge's Office (General Counsel) with access to the Thomson Reuters CLEAR Proflex research products. Contract Audit and General Counsel have reviewed the agreement and addendum. Due to this being time-critical, the addendum had to be signed by the County Judge in advance of the Commissioners Court meeting. Funding Source: 01.0100.0401.004210. Point of Contact: Andrea Schiele. Thomson Reuters is publicly traded, therefore no Form 1295 is required.

72. Discuss, consider, and take appropriate action on ratifying the approval of the new contract #2026-078 between Thomson Reuters and Williamson County at the annual amount of $15,425.04 for year one (1); $16.196.28 for year two (2) and $17,006.04 for year three(3), for a new 36-month term, and authorizing the execution of the contract, as per DIR contract #DIR-CPO-5258, terminating the current contract approved on 10.5.2021, under Agenda Item 11 which included multiple departments, in order to remove Constable Pct #4's portion from the existing agreement.

The original agreement was approved on 10.05.2021 as a combined contract for the County Judge's Office (General Counsel), DA, JP1 and Constable 4. Constable 4 has requested to be removed from the overall agreement. Instead of continuing with a consolidated agreement for the remaining three departments, each department will now have a long-standing contract to provide each individual department with more flexibility for user and product management. The new contract provides the JP #1 Office with access to the Thomson Reuters CLEAR Proflex research products. CA and GC have reviewed the agreement and addendum. Due to this being time-critical, the addendum had to be signed by the County Judge in advance of the Commissioners Court meeting. Funding Source: 01.0100.0451.00421. Point of Contact: Misty Parker. Thomson Reuters is publicly traded, therefore no Form 1295 is required.

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

The Thomson Reuters contract provides a search engine tool (CLEAR) used for investigative research in various departments. This contract is set to expire after three years and the renewal quote came in lower overall but higher individually for remaining departments, since some departments chose not to renew. Two departments are short of funding; the District Attorney's Office and legal counsel in the Commissioners Court budget. This transfer will cover the shortfall for FY26.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$6,751.64
TO	0100-0440-004210	District Atty/Internet	$2,781.60
TO	0100-0401-004210	CommCourt/Internet	$3,970.04

74. 1:00 PM - Hold Workshop: To discuss and deliberate matters pertaining to the Texas Water Development Board’s Groundwater Monitoring Program; watershed water quality and storm sewer drainage in Williamson County; and water issues and efforts in Williamson County.

75. Discuss, consider and take appropriate action for Veteran Services to pursue a grant with the Texas Veterans Commission, which will assist Veterans and their dependents in Williamson County who are in need of emergency financial assistance such as rental and mortgage assistance, utility assistance, food assistance, funeral assistance and transportation assistance.

The Veteran Services Office is currently utilizing a grant through the Texas Veterans Commission for $300,000.000 to provide emergency financial assistance to eligible Williamson County veterans and their families. This grant provides immediate financial assistance to eligible veterans and dependents in need and has allowed our office to assist the veteran community when they find themselves at a time in need. Williamson County veterans are a top priority for our county, and we are requesting to submit a grant application for $300,000.00. Our office has seen an increase in the need for emergency financial assistance within Williamson County, and by pursuing an emergency financial assistance grant of $300,000 through the Texas Veterans Commission, we can continue to have a greater positive impact for the Wilco veteran community, ensuring that we continue to serve those who served us.

76. Discuss, consider and take appropriate action for County Court at Law 2 to pursue applying for a Fund for Veterans' Assistance (FVA) grant administered by the Texas Veterans Commission (TVC) to support Veterans Treatment Courts (VTC) in Texas.

The Fund for Veterans' Assistance (FVA or Fund) was created in the 79th Legislature to address the needs of Texas veterans and their families. The Fund is composed of money deposited under the Texas Government Code, the Texas Transportation Code, and Texas Parks and Wildlife Code. The TVC offers grants to support Veterans Treatment Court programs, which is designed to rehabilitate Justice Involved Veterans (JIV) who are facing criminal charges. These grants are part of the Fund for Veterans' Assistance and are awarded to organizations that provide direct services to veterans. The grant aims to divert JIV from the traditional criminal justice system and provide them with the necessary tools to lead a productive and law-abiding lifestyle. The application period for these grants is open from October 2, 2025, to December 2, 2025, with an estimated $31 million in available funding. The Williamson County Veterans Treatment Court is currently utilizing a grant through the Texas Veterans Commission for $320,000.000 to provide mental health and substance abuse treatment for Veterans involved in the Texas Justice System. This grant will continue to fund personnel, staff training, alcohol/ drug monitoring, office supplies and mental health/ substance-use treatment for Veterans. The new TVC grant year runs from September 1, 2026, through August 31, 2027. The Wilco Veteran's court is currently supported by a TVC Grant that expires on August 31, 2026.

77. Discuss, consider, and take appropriate action to authorize the second and FINAL renewal of Contract #2023212 for Behavioral Health Service, under the same pricing terms and conditions as the existing agreement awarded to Bizaan Holdings LLC dba Bizaan Behavioral Health, through June 5, 2026, and to authorize execution of the renewal agreement.

Request for approval for the second (2nd) and FINAL of two (2) renewals for Contract #2023212 between Williamson County and Bizaan Holdings, LLC dba Bizaan Behavioral Health. The Williamson County Sheriff's office confirms that the vendor has met all county requirements and recommends proceeding with this renewal. The contract provides professional counseling services for employees and officers of the Sheriff's Office. Contract Audit and General Counsel approved the renewal. The original agreement was approved by Commissioners Court on June 6, 2023, Agenda Item #35. Funding Source: 01.0100.0560.004100, Department Contact: Virginia Johnson

78. Discuss, consider and take appropriate action on approving Purchase #2026-082 for various ammunition from GT Distributors, Inc., in the amount of $101,259.00, pursuant to BuyBoard contract #698-23, and authorizing execution of the purchase.

Approval of this purchase will benefit the Williamson County Sheriff's Office at the Deputy A.W. Grimes Training Center. The attached quote supports the selection of ammunition needed. Funding source is 01.0100.0560.003004 as per the FY26 Budget. Contract Audit and General Council approved this purchase. Origination # 4194. Department contact is Commander James Carmona.

79. Discuss, consider, and take appropriate action on approving an auto theft detective position fully funded through the Heart of Texas Auto Theft Task Force.

80. Discuss, consider and take appropriate action to authorize the Williamson County Sheriff's Office to accept the FY2026 Criminal Justice Division General Victim Assistance Program grant.

The Sheriff's Office is seeking approval to accept the FY2026 General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division. On February 11, 2025, the Commissioners Court approved the Sheriff's Office to apply for the General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division (agenda item #36). Our application has been accepted; however, the approved award amount is less than our original request. If we receive approval to accept the grant, we will be awarded approximately $15,985.44 from the OOG, with a required match of $6,674.00. The match will be entirely met through the existing Victim Assistance Coordinator's salary; no other match is required. The project will begin

upon acceptance of the grant and end on September 30, 2026. Staff recommends the following action: Approve the Sheriff's Office to accept the FY2026 General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

81. Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2026-081 between Williamson County and FreeIt Data Solutions, Inc. for new equipment and hardware to replace existing Pivot 3 jail camera systems in the total amount of $638,950.84, pursuant to the DIR contract #DIR-CPO-5371, and authorize the execution of the contract.

The approval of this contract will benefit Williamson County Information Systems with an update and replace the county's Pivot 3 jail camera system. The detailed equipment list can be found as "Exhibit A" of the contract. The project completion date is set on or before September 30, 2026. However, this date can be amended at the sole discretion of the County. Due to the secure nature of the system, the signed contract and components attachment is on file with the Purchasing Department and will be routed to the County Judge for signature if approved. Funding Source is 01.0100.0503.005740 as per the FY26 budget. Origination #4171. The department point of contact is Rory Tierney.

82. Discuss, consider, and take appropriate action on approving the Amendment, to extend the project timeline only at no additional cost, with Falkenberg Construction Company Inc. (BuyBoard 728-24) to complete the SWRP Entrance Gate remodel, located at 3005 County Road 175, Leander, Texas 78641.

The initial Agreement 2026-051 noted the project completion date of 11.30.2025. However, lead-time to obtain materials requires a project timeline extension from 11.30.32025 to 1.30.2026 to complete the Entrance Gate remodel. The funding source is 01.0100.3103.004509. Point of Contact is Katie Mikulak.

83. Discuss, consider, and take appropriate action on approving the Services and Purchase Contract #2026-090 with ShadePro, LLC. for new Shade Structures, pursuant to BuyBoard Contract #679-22 at the Williamson County Expo Center for Parks and Recreation in the amount of $337,000.00 and authorize execution of this agreement. The funding source is 01.0100.3106.004509.

This Services and Purchase Contract #2026-090 is attached between Williamson County and ShadePro, LLC for new Shade Structures, pursuant to BuyBoard Contract # 679-22, at the Williamson County Expo Center, located at 5350 Bill Pickett Trail, Taylor, Texas 76574. Funding Source is 01.0100.3106.004509, the Origination ID is 4002, and the Point of Contact is Jason Brown.

84. Discuss, consider, and take appropriate action awarding RFP #25RFP78 Elevator Maintenance and Repair Services to Central Texas Elevator, LLC in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) per year and authorize execution of the agreement.

Williamson County sent out over five hundred fifty-four (554) notifications and received eight (8) submissions. The evaluation committee is recommending Central Texas Elevator, LLC be awarded RFP #25RFP78 Elevator Maintenance and Repair Services to provide Elevator Maintenance and Repair Services on a routine and as-needed basis for several Williamson County-owned premises. This contract takes effect on the last party's execution and continues until September 30, 2028, and may be renewed for up to three (3) additional one-year terms. The funding source is as needed, per department, per budget. Origination #2515 and the point of contact is Christi Stromberg with Facilities Management.

85. Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-030, between Williamson County and Siemens Industry, Inc. for HVAC and Building Automation System (BAS) maintenance and minor repairs in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per year pursuant to TIPS Cooperative Contract #25010401 and authorize execution of the agreement.

This Master Service Agreement for HVAC and Building Automation System (BAS) maintenance and minor repairs for various Williamson County Facilities between Williamson County and Siemens Industry, Inc is to be able to utilize the vendor for services as they arise. The contract number with TIPS is # 25010401. No pricing sheet for this MSA. Scope of Work (SOW) with the quoted amount is to be verified with the COOP vendor, which will be supplied with a PO request. This MSA will be valid as of the date of execution through April 30, 2030. The funding source is 01.0100.0509.004510, Origination #3601 and the point of contact is Christi Stromberg.

86. Discuss, consider, and take appropriate action awarding RFP #25RFP77 Elevator Refurbishments to Central Texas Elevator, LLC in the amount of Five Hundred Five Thousand Six Hundred Ninety-Four Dollars and 60/100 ($505,694.60) and authorize execution of the agreement.

Williamson County sent out over six hundred seventy-nine (679) notifications and received eight (5) submissions. The evaluation committee is recommending Central Texas Elevator, LLC. be awarded RFP #25RFP77 Elevator Refurbishments to provide complete construction services, materials and equipment and labor to complete the Project for the Construction of Elevator Modernizations at multiple Williamson County-owned premises. Services shall begin on the Date of Award and will have varied end dates, dependent upon construction contract dates. Location of work: Williamson County Jail, 304 W 4th St., Georgetown, TX 78626, and Cedar Park Annex, 350 Discovery Blvd., Cedar Park, TX 78613. Funding: 01.0100.0509.004509. Origination #3293 and the point of contact is Christy Matoska with Facilities Management.

87. Receive the November 2025 Construction Summary Report and PowerPoint Presentation

88. Discuss, consider and take appropriate action on Contract Amendment No 4 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects.

89. Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for Surveying Services.

90. Discuss, consider, and take appropriate action on approving a license agreement with Stonewall Ranch MUD for the Stonewall Ranch Subdivision.

This license agreement is to allow Stonewall Ranch MUD to install and maintain license plate readers within the rights-of-way of the Stonewall Ranch Subdivision and the boundary of the MUD.

91. Discuss, consider, and take appropriate action on approving Contract #2026-058 for the purchase of a New Freightliner M2 112 / 12YD Dump Truck from Doggett Freightliner of South Texas LLC for the total amount of $174,759.52 pursuant to Co-Op TIPS 230802 and authorizing the execution of the agreement.

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both been reviewed. Funding Source is 01.0200.0210.005700 and Origination ID# is 4056. Point of Contact is Gary Thoene.

92. Discuss, consider, and take appropriate action on awarding IFB #25IFB85 Aggregate Grades 3, 5, FS to Vulcan Construction Materials, LLC based on the lowest and best bid for the type of material.

Williamson County sent out over eight hundred eighty-two (882) notifications with thirty-four (34) document takers and received four (4) vendor submissions. The initial term is for one (1) year, to initiate on the award date, with options for two (2) additional twelve (12) month renewals. After reviewing all the pertinent information, Road and Bridge Department staff recommends awarding the 25IFB85 Aggregate Grades 3, 5, and FS to Vulcan Construction Materials based on the lowest and best bid for the type of material. No Ensuing Agreement required, as this is for goods only. Origination ticket# 3585, funding source is 01.200.0210.003556. The department's point of contact is Kelly Murphy. The vendor is publicly traded, 1295 is not required.

93. Discuss, consider, and take appropriate action on approving Contract #2026-085 for the Purchase of Caterpillar Model 150 15B Motor Grader replacing UMG0609 from Holt Texas LTD dba Holt Cat for the total amount of $408,094.00 pursuant to Co-Op Sourcewell 011723-CAT and authorizing the execution of the agreement.

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 and Origination ID# is 3617. Point of Contact is Gary Thoene.

94. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 110 North project, a 2023 Road Bond project in Commissioner Precinct 4.

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on CR 110 North project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission. Project: P695.

95. Discuss, consider, and take appropriate action regarding the Joint Use Agreement with the City of Georgetown that allows access to the County for both roadway and utility construction on the CR 258 (Seward Junction Loop to CR 258 Extension) Project, a Road Bond Project in Commissioner Precinct 2.

The City of Georgetown has an existing easement and facilities within the CR 258 ROW limits. The Joint Use Agreement allows the County access for construction of both roadway and utility facilities.

96. Discuss, consider and take appropriate action on an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation for PS&E on RM 2243 from 183A to Southwest Bypass, in Williamson County, Texas.

Funding Source: P722
There was a typo on the budget sheet of the original agreement – the allocation percentages were flipped.

97. Discuss, consider and take appropriate action granting an electric line easement and right of way to LCRA on property acquired and owned by Williamson County for the RM 2243/Hero Way project. (Parcel 306R).

Funding Source: TANS P588
The County acquired the remainder property along with the right of way, and is now granting an easement to LCRA.

98. Discuss, consider and take appropriate action on a purchase contract with Donna and Robert Hand to acquire 0.1283 AC needed as right of way on the Ronald Reagan Blvd Segment C (Parcel 23).

Funding Source: TANS P588

99. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes (future plat dedication) with HEIRLOOMTX, LLC, a Delaware limited liability company regarding right of way and drainage easements needed on the Ronald Reagan D1 project (Parcel 16 parts 1-3 and 16DE).

100. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 25-2986-C395, Juan Carlos Gomez v. Williamson County; In the 395th 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 Section 262.024(a)(4), Texas Local Government Code.

101. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County, the Williamson County Jail, and County employees in relation to the matter of Cause No. 1:25-cv-00780-ADA, Rashad Dale Mitchelll v. Nathaniel Garcia et al.; in the United States District Court for the Western District of Texas, Austin Division; 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 Section 262.024(a)(4), Texas Local Government Code.

102. Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County, the Williamson County Jail, and County employees in relation to the matter of Cause No. 1:25-cv-00774-ADA, Rashad Dale Mitchelll v. Officer Just, et al., in the United States District Court for the Western District of Texas, Austin Division; 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 Section 262.024(a)(4), Texas Local Government Code.

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)."

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

a. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.

b. Discuss potential sale of property located at 102 w. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown, Texas.

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

a. Discuss legal matters relating to a lease agreement for property owned by Williamson County at 747 CR 138, Hutto, Texas.
b. Cause No. 25-2986-C395, *Juan Carlos Gomez v. Williamson County;* In the 395th Judicial District Court of Williamson County, Texas
c. Civil Action No. 1:25-cv-01546-RP; *Andre Marcus Thomas v. Dr. Todd C. Harris, et al.*; In the United States District Court for the Western District of Texas, Austin Division
d. Cause No. 1:25-cv-00774-ADA; *Rashad Dale Mitchell v. Officer Just, et al.;* in the United States District Court for the Western District of Texas, Austin Division
e. Cause No. 1:25-cv-00780-ADA; *Rashad Dale Mitchell v. Nathaniel Garcia et al.;* in the United States District Court for the Western District of Texas, Austin Division
f. Civil Action No. 1:25-cv-00953-ADA; *Rashad Dale Mitchell v. Kayla Allison, et al*.; In the United States District Court for the Western District of Texas, Austin Division

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

REGULAR AGENDA (continued)

106. Discuss, consider and take possible action on the potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.

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

108. Comments from Commissioners.

109. **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 12th day of November 2025 at 5:00 pm and remained posted for at least three business days before the scheduled date of the meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 11/18/2025

Line Item Transfer for Road & Bridge

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is needed to create and fund a new project — P737 (CR 344 Improvements).

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0200.0210.004100	Professional Services	500,000
To:	0200.0210.000777	Transfer to Capital Projects	500,000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:16 PM
Form Started By: Karen Knightstep		Started On: 11/10/2025 11:10 AM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 11/18/2025

Line-item transfer for Road & Bridge Division

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

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

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary for office modifications.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-004620	Furniture/Equip Rental	$30,000.00
To	0200-0210-004509	Facility Enhancements	$30,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:42 PM
Budget Office	Ashlie Holladay	11/10/2025 03:07 PM
Form Started By: Jenifer Favreau		Started On: 11/10/2025 02:17 PM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 11/18/2025

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 transferring $15,000 from 0200-0210-005400 (Bridges) to P547 (CR 118/CR100).

Background

This transfer is necessary for ongoing utility coordination on CR 118 bridge replacement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005400	Bridges	$15,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P547	$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:46 PM
Budget Office	Ashlie Holladay	11/10/2025 03:07 PM
Form Started By: Jenifer Favreau		Started On: 11/10/2025 02:21 PM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **7.**

Meeting Date: 11/18/2025

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 transferring $475,000 from 0200-0210-003599 (Road Const./Maint.) to P623 (CR 313).

Background

This transfer is necessary for sufficient funding for the continuation of CR 313 reconstruction.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Constr./Maint.	$475,000.00
To	0200-0210-000777	Transfer to Cap. Projects-P623	$475,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:46 PM
Budget Office	Ashlie Holladay	11/10/2025 03:07 PM
Form Started By: Jenifer Favreau		Started On: 11/10/2025 02:27 PM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **8.**

Meeting Date: 11/18/2025

DA BA Rev 11-18-25

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 September through December 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	11/07/2025 08:37 AM
Form Started By: Ganae Hempe		Started On: 11/06/2025 05:41 PM
Final Approval Date: 11/07/2025		

Commissioners Court - Regular Session **9.**

Meeting Date: 11/18/2025

DA BA Exp 11-18-25

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 September through December 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	$6,063.07
	0100.0440.002010	FICA	$463.84
	0100.0440.002020	Retirement	$973.09

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/07/2025 08:37 AM
Form Started By: Ganae Hempe		Started On: 11/06/2025 05:45 PM
Final Approval Date: 11/07/2025		

Commissioners Court - Regular Session **10.**

Meeting Date: 11/18/2025

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	11/10/2025 12:40 PM
County Judge Exec Asst.	Delia Colon	11/10/2025 02:39 PM
Form Started By: Kayla Marek		Started On: 11/10/2025 12:26 PM
Final Approval Date: 11/10/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit %	New Annual Salary	Lump sum Merit	Pay Proposal Reason	Effective Date of Change
Veteran Services	Veteran Services Specialist.1614.001100.	17558	$38,372.70	$767.45	2.00	$39,140.15	-	MERIT	21-Nov-25
Unified Road Systems	Operator I.2181.001100.	17576	$46,375.27	$1,391.24	3.00	$47,766.51	-	MERIT	21-Nov-25
Unified Road Systems	Office Administrator.1518.001100.	17583	$62,353.82	$1,247.08	2.00	$63,600.91	-	MERIT	21-Nov-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0405	001100	767.45	
01	0100	0405	001130		767.45
01	0200	0210	001100	2,638.32	
01	0200	0210	001130		2,638.32

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
0882 Fleet Services	0087	Vacant	N/A	N/A	$81,704.94	$72,403.13	$9,301.81	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0087 to PCN 0923.	11/21/2025
0882 Fleet Services	0923	Vacant	N/A	N/A	$56,506.10	$65,807.91	N/A	$9,301.81	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0087 to PCN 0923.	11/21/2025
0210 Unified Road Systems	1702	Vacant	N/A	N/A	$60,489.48	$46,375.27	$14,114.21	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1702 & 1880 to PCN 2199	11/21/2025
0210 Unified Road Systems	1880	Vacant	N/A	N/A	$60,489.45	$48,115.62	$12,373.83	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1702 & 1880 to PCN 2199	11/21/2025
0210 Unified Road Systems	2199	Vacant	N/A	N/A	$176,586.92	$203,074.96	N/A	$26,488.04	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1702 & 1880 to PCN 2199	11/21/2025
0210 Unified Road Systems	1580	17070	$51,681.12	$51,681.12	$55,121.80	$51,681.13	$3,440.67	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1580 & 1505 to PCNs 2220 & 2247	11/21/2025

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
0210 Unified Road Systems	1505	14999	$68,884.66	$68,884.66	$80,721.31	$70,814.66	$9,906.65	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1580 & 1505 to PCNs 2220 & 2247	11/21/2025
0210 Unified Road Systems	2220	Vacant	N/A	N/A	$44,491.14	$51,164.80	N/A	$6,673.66	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1580 & 1505 to PCNs 2220 & 2247	11/21/2025
0210 Unified Road Systems	2247	Vacant	N/A	N/A	$44,491.14	$51,164.80	N/A	$6,673.66	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1580 & 1505 to PCNs 2220 & 2247	11/21/2025
0210 Unified Road Systems	1513	14316	$81,635.82	$81,635.82	$81,635.82	$81,635.82	N/A	N/A	Reclass: Title & Grade Change Only-from Inspector II (B.26) to Inspector III (B.28). No fiscal impact.	11/21/2025
0210 Unified Road Systems	1519	Vacant	N/A	N/A	$48,075.48	$46,375.27	$1,700.21	N/A	Reclass: From Inspector III (B.28) to Supervising Inspector (B.34). Surplus salary from PCN 1519 to PCN 1605	11/21/2025
0210 Unified Road Systems	1883	Vacant	N/A	N/A	$47,688.54	$46,413.99	$1,274.55	N/A	Reclass: Title & Grade Change from Inspector III (B.28) to Supervising Inspector (B.34). Surplus salary from PCN 1883 to PCN 1605	11/21/2025

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
0210 Unified Road Systems	1605	13389	$94,438.82	$97,413.58	$94,438.82	$97,413.58	N/A	$2,974.76	Reclass: Title & Grade Change from Inspector III (B.28) to Supervising Inspector (B.34). Surplus salary from PCN 1519 & PCN 1883 to PCN 1605	11/21/2025
0440 District Attorney	1790	17669	$124,000.24	$124,000.24	$124,670.52	$124,000.24	$670.28	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1790, 1970, and 2003 to PCN 0063	11/21/2025
0440 District Attorney	1970	16398	$130,000.00	$130,000.00	$133,623.14	$130,000.00	$3,623.14	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1790, 1970, and 2003 to PCN 0063	11/21/2025
0440 District Attorney	2003	16953	$125,917.74	$124,881.94	$125,917.76	$124,881.94	$1,035.82	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1790, 1970, and 2003 to PCN 0063	11/21/2025
0440 District Attorney	0063	Vacant	N/A	N/A	$124,670.52	$129,999.76	N/A	$5,329.24	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 1790, 1970, and 2003 to PCN 0063	11/21/2025
0440 District Attorney	2149	15550	$140,000.00	$140,000.00	$142,511.38	$140,000.00	$2,511.38	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 2149 to PCNs 2234 and 2219	11/21/2025

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
0440 District Attorney	2234	Vacant	N/A	N/A	$119,520.81	$120,392.75	N/A	$871.94	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 2149 to PCNs 2234 and 2219	11/21/2025
0440 District Attorney	2219	Vacant	N/A	N/A	$138,360.56	$140,000.00	N/A	$1,639.44	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 2149 to PCNs 2234 and 2219	11/21/2025
0440 District Attorney	0086	Vacant	N/A	N/A	$136,533.14	$130,000.00	$6,533.14	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0086 and 0061 to PCN 2218	11/22/2025
0440 District Attorney	0061	Vacant	N/A	N/A	$117,877.42	$113,931.37	$3,946.05	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0086 and 0061 to PCN 2218	11/22/2025
0440 District Attorney	2218	Vacant	N/A	N/A	$119,520.81	$130,000.00	N/A	$10,479.19	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0086 and 0061 to PCN 2218	11/22/2025
0440 District Attorney	1847	13241	$68,500.12	$68,500.12	$76,608.85	$73,876.63	$2,732.22	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1847 to PCN 2110	11/21/2025

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
0440 District Attorney	2110	Vacant	N/A	N/A	$59,267.78	$62,000.00	N/A	$2,732.22	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1847 to PCN 2110	11/21/2025
0440 District Attorney	1847	13241	$68,500.12	$68,500.12	$73,876.63	$68,863.92	$5,012.71	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1847 to PCN 2225	11/21/2025
0440 District Attorney	2225	Vacant	N/A	N/A	$56,987.78	$62,000.49	N/A	$5,012.71	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 1847 to PCN 2225	11/21/2025
0566 Death Inquests	2209	Vacant	N/A	N/A	$69,520.76	$69,520.76	N/A	N/A	Reclass: Title & Grade Change Only-from Death Inquest Investigator (B.30) to Death Inquest Investigator I (B.28). No fiscal impact.	11/21/2025
0566 Death Inquests	2207	17325	$82,000.86	$82,000.86	$87,719.99	$82,000.86	$5,719.13	N/A	Reallocation of position budget to facilitate reclassification as allowed by policy. Surplus salary from PCN 2207 to PCN 2210	11/21/2025

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
0566 Death Inquests	2210	17324	$69,520.76	$75,239.89	$69,520.76	$75,239.89	N/A	$5,719.13	Reclass: Title & Grade Change- from Death Inquest Investigator (B.30) to Death Inquest Investigator II (B.30). Reallocation of position budget to facilitate reclassification as allowed by policy. Surplus salary from PCN 2207 to PCN 2210	11/21/2025
0570 Corrections	0425	13695	$81,423.78	$81,423.78	$81,423.78	$77,765.38	$3,658.40	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0425 to PCN 0521	11/21/2025
0570 Corrections	0521	Vacant	N/A	N/A	$90,554.48	$94,212.88	N/A	$3,658.40	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0425 to PCN 0521	11/21/2025
0570 Corrections	0455	13797	$79,827.23	$79,827.23	$79,827.23	$72,793.17	$7,034.06	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0455 to PCN 0511	11/21/2025
0570 Corrections	0511	Vacant	N/A	N/A	$85,331.51	$92,365.57	N/A	$7,034.06	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0455 to PCN 0511	11/21/2025

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
0570 Corrections	0413	14320	$78,261.99	$78,261.99	$78,261.99	$66,540.63	$11,721.36	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0413 to PCN 0528	11/21/2025
0570 Corrections	0528	Vacant	N/A	N/A	$78,833.13	$90,554.49	N/A	$11,721.36	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0413 to PCN 0528	11/21/2025
0570 Corrections	0483	14320	$78,261.99	$78,261.99	$78,261.99	$66,540.63	$11,721.36	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0483 to PCN 0560	11/21/2025
0570 Corrections	0560	Vacant	N/A	N/A	$78,833.13	$90,554.49	N/A	$11,721.36	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0483 to PCN 0560	11/21/2025
0570 Corrections	0506	11923	$78,261.99	$78,261.99	$78,261.99	$63,508.59	$14,753.40	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0506 to PCN 0339	11/21/2025
0570 Corrections	0339	Vacant	N/A	N/A	$75,801.08	$90,554.48	N/A	$14,753.40	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0506 to PCN 0339	11/21/2025

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
0570 Corrections	0448	14485	$78,261.99	$78,261.99	$78,261.99	$60,593.17	$17,668.82	N/A	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0448 to PCN 0569	11/21/2025
0570 Corrections	0569	Vacant	N/A	N/A	$72,885.66	$90,554.48	N/A	$17,668.82	Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCN 0448 to PCN 0569	11/21/2025
0591 Wilco Pretrial Services	0181	17483	$45,047.28	$45,047.28	$48,446.40	$45,047.28	$3,399.12	N/A	Reallocation of position budget to facilitate conversion as allowed by policy. Surplus salary from PCNs 0181 and 1706 to PCN 2057.	11/21/2025
0591 Wilco Pretrial Services	1706	17565	$44,491.14	$44,491.14	$45,825.88	$44,964.58	$861.30	N/A	Reallocation of position budget to facilitate conversion as allowed by policy. Surplus salary from PCNs 0181 and 1706 to PCN 2057.	11/21/2025
0591 Wilco Pretrial Services	2057	17279	$47,345.37	$51,605.79	$47,345.37	$51,605.79	N/A	$4,260.42	Conversion: Title and Grade Change-from Pretrial Specialist (B.21) to Pretrial Officer (B.24). Reallocation of position budget to facilitate conversion as allowed by policy. Surplus salary from PCNs 0181 and 1706 to PCN 2057.	11/21/2025

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
0499 Tax Assessor/Collector	1429	17487	$38,696.38	$38,696.38	$55,192.21	$51,796.15	$3,396.06	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1429 to PCN 1431.	11/21/2025
0499 Tax Assessor/Collector	1431	Vacant	N/A	N/A	$45,603.94	$49,000.00	N/A	$3,396.06	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1429 to PCN 1431.	11/21/2025
0404 County Clerk - Judicial	0669	17385	$45,011.19	$45,011.19	$46,816.05	$45,011.19	$1,804.86	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 0669, 0677 and 0685 to PCN 0665.	11/21/2025
0404 County Clerk - Judicial	0677	17497	$45,011.19	$45,011.19	$46,344.56	$45,011.19	$1,333.37	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 0669, 0677 and 0685 to PCN 0665.	11/21/2025
0404 County Clerk - Judicial	0685	15093	$57,055.27	$57,055.27	$58,196.37	$57,055.27	$1,141.10	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 0669, 0677 and 0685 to PCN 0665.	11/21/2025
0404 County Clerk - Judicial	0665	Vacant	N/A	N/A	$73,810.37	$78,089.70	N/A	$4,279.33	Reallocation of position budget as allowed by policy. Surplus salary from PCNs 0669, 0677 and 0685 to PCN 0665.	11/21/2025

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

Commissioners Court - Regular Session **11.**

Meeting Date: 11/18/2025

JP1 EOM OCTOBER 2025

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

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, October 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM OCTOBER 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/03/2025 01:39 PM
Form Started By: Misty Parker		Started On: 11/03/2025 12:26 PM
Final Approval Date: 11/03/2025		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of October 2025

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 3 day of November 2025 to certify which witness my hand and seal of office.

MISTY LAMB
My Notary ID # 128210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: 10/1/2025 - 10/31/2025 Case Categories: Criminal; Civil
Locations: JP1 Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-1-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	4.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	0.49
01-0100-0000-341550 - NSF Fees	L-004-1-01-0100-0000-341550: 01-0100-0000-341550 - NSF Fees	60.00
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	16,228.27
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	28,840.00
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-1-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	80.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	476.40
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	221.98
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	5,422.40
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,458.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,256.60
	0100 - General Fund Total:	**54,048.14**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	0.30
	0360 - Courthouse Security Fund Total:	**0.30**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	0.10
	0361 - JP Security Fund Total:	**0.10**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	2,430.00
	0370 - Alternate Dispute Resolution Fund Total:	**2,430.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	0.39
	0372 - Justice Court Technology Fund Total:	**0.39**

Payment Report - G/L and Fund Summary

Transaction Date: 10/1/2025 - 10/31/2025 Case Categories: Criminal; Civil
Locations: JP1 Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	50.00
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	0.49
	0373 - JP-1 Truancy Program Fund Total:	**50.49**
0399 - State Agency Fund		
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	0.20
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	3.94
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	5,130.94
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	1,113.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	0.39
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	0.59
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	44.44
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.01
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	2,724.12
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	0.20
01-0399-0000-208720 - SEATBELT FINES	L-004-1-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	100.50
	0399 - State Agency Fund Total:	**9,118.33**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	1,100.00
	JP BOND Total:	**1,100.00**
	Fee Totals for All Funds:	**66,772.75**

Commissioners Court - Regular Session **12.**

Meeting Date: 11/18/2025

October Monthly Report

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

Department: J.P. Pct. #2

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2025 Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/03/2025 04:40 PM
Form Started By: Melissa East		Started On: 11/03/2025 03:54 PM
Final Approval Date: 11/03/2025		

Affidavit

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

ANGELA WILLIAMS
JUSTICE OF THE PEACE
WILLIAMSON COUNTY PRECINCT 2

On this 3rd day of November 2025, to certify which witness my hand and seal of office.

Notary Public
in and for the State of Texas

MELISSA EAST
My Notary ID # 128012229
Expires December 8, 2025

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-2-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	483.68
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-2-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	42.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-2-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	132.13
01-0100-0000-341802 - FEES OF OFFICE, JP PCT-2	L-004-2-01-0100-0000-341802: 01-0100-0000-341802 - FEES OF OFFICE, JP PCT #2	15,406.10
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	9,240.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-2-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	10.00
01-0100-0000-341912 - CRIMINAL FEES/OFFICE, CONST 2	L-004-2-01-0100-0000-341912: 01-0100-0000-341912 - Fees of Office, Crim. Const PCT #2	540.15
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-2-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	155.98
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-2-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	435.45
01-0100-0000-351302 - FINES, JP PCT-2	L-004-2-01-0100-0000-351302: 01-0100-0000-351302 - FINES, JP PCT #2	19,088.90
01-0100-0000-365103 Language Access Fund	L-004-2-01-0100-0000-365103: Language Access Fund	1,317.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-2-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	6.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-2-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC - Misd C	3,013.91
	0100 - General Fund Total:	**49,871.30**
0361 - JP Security Fund		
01-0361-0000-341152 - JP 2 SECURITY FEES	L-004-2-01-0361-0000-341152: 01-0361-0000-341152 - JP 2 SECURITY FEES	12.00
	0361 - JP Security Fund Total:	**12.00**
0368 - JP-2 Truancy Program Fund		
01-0368-0000-342190 - Youth Diversion Program (HB 3186)	L-004-2-01-0368-0000-342190: 01-0368-0000-342190 - Youth Diversion Program (HB 3186)	100.00
01-0368-0000-370000 - JP-2 Truancy Program Fees	L-004-2-01-0368-0000-370000: 01-0368-0000-370000 - JP-2 Truancy Program Fee	15.00
	0368 - JP-2 Truancy Program Fund Total:	**115.00**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-2-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	2,195.00
	0370 - Alternate Dispute Resolution Fund Total:	**2,195.00**
0372 - Justice Court Technology Fund		
01-0372-0000-341142 - JP 2 TECHNOLOGY FEES	L-004-2-01-0372-0000-341142: 01-0372-0000-341142 - JP #2 TECHNOLOGY FEES	12.00
	0372 - Justice Court Technology Fund Total:	**12.00**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	L-004-2-01-0399-0000-208032: 01-0399-0000-208032 - JP 2 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-2-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	120.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-2-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	13,285.41
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	462.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-2-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-2-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-2-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	401.27
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-2-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due to State 2020	L-004-2-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,990.30
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-2-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.00
01-0399-0000-208720 - SEATBELT FINES	L-004-2-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	224.00
	0399 - State Agency Fund Total:	**19,523.08**
JP BOND		
01-0100-0000-207034 - JP2 Bond Liability Account	L-004-2-02-00002: JP2 Registry Bond Account Liability	598.90
	JP BOND Total:	**598.90**
	Fee Totals for All Funds:	**72,327.28**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	155.98	33	0.00	0	0.00	0	155.98	33
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	406.27	86	0.00	0	(5.00)	1	401.27	87
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	449.18	95	10.00	2	0.00	0	459.18	97
2020AHLHIS	Arrest Fee - Liberty Hill ISD CCP 102.011(a)(1), 102.011(e)	30.00	6	0.00	0	0.00	0	30.00	6
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	13,223.41	225	124.00	2	(62.00)	1	13,285.41	228
2020CDF	Compliance Dismissal Fine	410.00	42	0.00	0	0.00	0	410.00	42
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	380.00	43	0.00	0	0.00	0	380.00	43
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	2,999.91	226	28.00	2	(14.00)	1	3,013.91	229
2020LTF	Local Traffic Fine (TC 542.403)	299.42	107	3.00	1	(3.00)	1	299.42	109
2020STF	State Traffic Fine (TC 542.4031)	4,990.30	107	50.00	1	(50.00)	1	4,990.30	109
2020TPF	Time Payment Fee CCP 102.030	435.45	32	0.00	0	0.00	0	435.45	32
2020WFC2	Warrant Fee - Const Pct 2 CCP 102.011(a)(2), 102.011(e)	440.15	9	50.00	1	0.00	0	490.15	10
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	117.13	3	0.00	0	0.00	0	117.13	3
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
CB	Cash Bond	1,344.20	4	0.00	0	(745.30)	2	598.90	6
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	120.00	3	0.00	0	0.00	0	120.00	3
CCOP	Civil Copies	81.50	52	0.00	0	0.00	0	81.50	52
CERT	Certified Copy	6.00	3	0.00	0	0.00	0	6.00	3
CFINE	County Fine	18,814.90	167	366.00	2	(92.00)	2	19,088.90	171
CHS	Courthouse Security Fee (CCP 102.017)	9.00	3	0.00	0	0.00	0	9.00	3
CHSJC	JP Security Fee (CCP 102.017)	3.00	3	0.00	0	0.00	0	3.00	3
COLLFEE	Collection Agency Fee	369.38	8	114.30	1	0.00	0	483.68	9
CONT2	Constable Service Fee Pct #2	7,440.00	72	0.00	0	0.00	0	7,440.00	72
CRFEEOVER	Criminal Overpayment Fee	42.00	3	0.00	0	0.00	0	42.00	3
DDF	Deferred Disposition Fee	2,442.00	20	50.00	1	0.00	0	2,492.00	21

Payment Report - Fee Code Summary

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal; Civil**
Locations: **JP2**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
FNTC1	Child Safety Seat Fine Trauma Center	224.00	5	0.00	0	0.00	0	224.00	5
IDF	Indigent Defense Fee (LGC 133.107)	6.00	3	0.00	0	0.00	0	6.00	3
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.00	3	0.00	0	0.00	0	12.00	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.00	3	0.00	0	0.00	0	12.00	3
JTP	Juvenile Truancy Program (CCP 102.0174)	15.00	3	0.00	0	0.00	0	15.00	3
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.80	3	0.00	0	0.00	0	1.80	3
JUSFS	Judicial Support Fund - State (LGC 133.105)	16.20	3	0.00	0	0.00	0	16.20	3
LT102	*Overpayments < $10	6.00	1	0.00	0	0.00	0	6.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
OPAY	Over Payments > $10	292.00	2	0.00	0	(116.00)	1	176.00	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	2,195.00	440	0.00	0	0.00	0	2,195.00	440
SB41JCSF	Justice Court Support Fund	10,975.00	440	0.00	0	0.00	0	10,975.00	440
SB41LAF	Language Access Fund - LGC 135.155	1,317.00	440	0.00	0	0.00	0	1,317.00	440
SB41SCF	State Consolidated Fee	462.00	23	0.00	0	0.00	0	462.00	23
TO	Till Overage	5.00	1	0.00	0	0.00	0	5.00	1
WARC2	Warrant Fee - Constable Pct. 2	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	15.00	3	0.00	0	0.00	0	15.00	3
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	35.00	7	0.00	0	0.00	0	35.00	7
WSF2	Constable #2 - Writ Service Fee	1,800.00	9	0.00	0	0.00	0	1,800.00	9
YDP	Youth Diversion Administrative Fee ($50)	100.00	2	0.00	0	0.00	0	100.00	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		72,619.28	2,759	795.30	13	(1,087.30)	10	72,327.28	2,782

Commissioners Court - Regular Session **13.**

Meeting Date: 11/18/2025

Justice of the Peace 3 OCTOBER 2025 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCP 103 - October 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/05/2025 04:06 PM
Form Started By: Mary Alcala		Started On: 11/05/2025 02:38 PM
Final Approval Date: 11/05/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

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

NOTARY PUBLIC
in and for the State of Texas

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

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	122.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	11,720.00
	0100 - General Fund Total:	**11,842.00**
0399 - State Agency Fund		
01-0399-0000-208240 - Nondisclosure Fees	L-004-3-01-0399-0000-208240: 01-0399-0000-208240 - Nondisclosure Fees	28.00
	0399 - State Agency Fund Total:	**28.00**
	Fee Totals for All Funds:	**11,870.00**

Payment Report - Fee Code Summary

Transaction Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	36.75	25	0.00	0	0.00	0	36.75	25
CERT	Certified Copy	5.25	2	0.00	0	0.00	0	5.25	2
CONT3	Constable Service Fee Pct #3	8,720.00	87	0.00	0	0.00	0	8,720.00	87
NONDIS	Nondisclosure Fee	28.00	1	0.00	0	0.00	0	28.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	65.00	13	0.00	0	0.00	0	65.00	13
WSF3	Constable #3 - Writ Service Fee	3,000.00	15	0.00	0	0.00	0	3,000.00	15
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		11,870.00	146	0.00	0	0.00	0	11,870.00	146

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	8,370.15
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	1,334.50
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	1.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	93.07
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	8,956.47
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	849.77
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-3-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	50.00
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	93,582.48
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	14.17
	0100 - General Fund Total:	**113,251.61**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	67.08
	0361 - JP Security Fund Total:	**67.08**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	83.89
	0367 - JP-3 Truancy Program Fund Total:	**83.89**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	67.12
	0372 - Justice Court Technology Fund Total:	**67.12**

Payment Report - G/L and Fund Summary

Transaction Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	32.34
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	671.05
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	67.10
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	100.60
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	106.35
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.75
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	115.42
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	33.55
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	88.28
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	206.30
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	2,783.37
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	57.83
	0399 - State Agency Fund Total:	**4,262.94**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,850.50
	JP BOND Total:	**1,850.50**
	Fee Totals for All Funds:	**119,608.14**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	44.81	14	0.00	0	0.00	0	44.81	14
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	38.64	13	0.00	0	0.00	0	38.64	13
CB	Cash Bond	1,850.50	6	0.00	0	0.00	0	1,850.50	6
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	671.05	28	0.00	0	0.00	0	671.05	28
CFINE	County Fine	93,582.48	871	0.00	0	0.00	0	93,582.48	871
CHS	Courthouse Security Fee (CCP 102.017)	50.31	28	0.00	0	0.00	0	50.31	28
CHSJC	JP Security Fee (CCP 102.017)	16.77	27	0.00	0	0.00	0	16.77	27
COLLFEE	Collection Agency Fee	8,370.15	140	0.00	0	0.00	0	8,370.15	140
COPY	Copies	18.25	1	0.00	0	0.00	0	18.25	1
CRFEEOVER	Criminal Overpayment Fee	1.00	1	0.00	0	0.00	0	1.00	1
CSFF	Child Safety Fee (CCP 102.014(d))	6.21	1	0.00	0	0.00	0	6.21	1
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	8,910.01	61	0.00	0	0.00	0	8,910.01	61
FNTC1	Child Safety Seat Fine Trauma Center	88.28	3	0.00	0	0.00	0	88.28	3
IDF	Indigent Defense Fee (LGC 133.107)	33.55	28	0.00	0	0.00	0	33.55	28
JCTF	Justice Court Technology Fee (CCP 102.0173)	67.12	28	0.00	0	0.00	0	67.12	28
JF	Jury Fee	3.00	1	0.00	0	0.00	0	3.00	1
JFR	Jury Reimbursement Fee (CCP 102.0045)	67.10	28	0.00	0	0.00	0	67.10	28
JTP	Juvenile Truancy Program (CCP 102.0174)	83.89	28	0.00	0	0.00	0	83.89	28
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	16.17	25	0.00	0	0.00	0	16.17	25
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	16.17	25	0.00	0	0.00	0	16.17	25
JUSFC	Judicial Support Fund - County (LGC 133.105)	10.04	27	0.00	0	0.00	0	10.04	27
JUSFS	Judicial Support Fund - State (LGC 133.105)	90.56	28	0.00	0	0.00	0	90.56	28
LT10	Overpayments < $10	14.17	2	0.00	0	0.00	0	14.17	2
MVF	Moving Violation Fee (CCP 102.022)	0.75	13	0.00	0	0.00	0	0.75	13
OMNI	OMNI Fee	41.26	10	0.00	0	0.00	0	41.26	10
OMNIC	OMNI Fee - County	27.51	10	0.00	0	0.00	0	27.51	10
OMNIS	OMNI Fee - State	137.53	10	0.00	0	0.00	0	137.53	10
SFC3	Service/Arrest Fee - Const. 3	81.66	15	0.00	0	0.00	0	81.66	15
SFMCWV	State Fine - Motor Carrier Weight Violation	2,783.37	24	0.00	0	0.00	0	2,783.37	24

Payment Report - Fee Code Summary

Transaction Date: **10/1/2025 - 10/31/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFOC	Service Fee - Out of County	7.47	2	0.00	0	0.00	0	7.47	2
STF	State Traffic Fee (TC 542.4031)	115.42	7	0.00	0	0.00	0	115.42	7
TPC	Time Payment Fee - County	25.90	3	0.00	0	0.00	0	25.90	3
TPS	Time Payment Fee - State	31.93	6	0.00	0	0.00	0	31.93	6
TPWF	Texas P&W Fine	1,334.50	16	0.00	0	0.00	0	1,334.50	16
UFA	Uniform Traffic Act (TC 542.403)	11.53	7	0.00	0	0.00	0	11.53	7
WARC3	Warrant Fee - Constable Pct. 3	768.11	20	0.00	0	0.00	0	768.11	20
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WCSO	Williamson County Sheriff	54.43	2	0.00	0	0.00	0	54.43	2
WFDPS	Warrant Fee - DPS	61.54	2	0.00	0	0.00	0	61.54	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		119,608.14	1,563	0.00	0	0.00	0	119,608.14	1,563

Commissioners Court - Regular Session **14.**

Meeting Date: 11/18/2025

Justice of the Peace 4 October 2025 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, October 2025 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM OCT 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2025 06:48 PM
Form Started By: Veronica Bolander		Started On: 11/10/2025 06:21 PM
Final Approval Date: 11/10/2025		

IN COMPLIANCE WITH ARTICLE 103.005
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her oath, stated that the attached report of money collected is a true and correct report for the month of October 2025.

RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR

This 10th day of November 2025, to certify which witness my hand and seal of office.

VERONICA BOLANDER
My Notary ID # 2676312
Expires November 2, 2027

NOTARY PUBLIC in and for the State of Texas

Payment Report - Transaction/Adjustment Detail

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**124,236.61**	**124,236.61**
Total Adjustments Impacting Payments		**0.00**	**0.00**
Final Fee Code Totals		**124,236.61**	**124,236.61**
Tender Method Summary			
Tender Types	Cash	4,970.50	4,970.50
	Cashier's Check	0.00	0.00
	Certified Payments Credit Card	57,668.16	57,668.16
	Check	4,625.10	4,625.10
	Credit Card	29,014.20	29,014.20
	E-File Credit Card	25,739.25	25,739.25
	Money Order	2,219.40	2,219.40

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,549.10
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	3,404.89
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	1,625.20
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	62.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-4-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	21.12
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	17,781.14
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-4-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	80.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-4-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	280.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	15,000.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	1,820.83
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	742.51
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	41,792.94
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	1,569.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	5,012.10
	0100 - General Fund Total:	**90,740.83**
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	5.09
	0361 - JP Security Fund Total:	**5.09**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-4-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	25.00
	0365 - Child Safety Fund Total:	**25.00**
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-0369-0000-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	104.55
01-0369-0000-342190 - Youth Diversion Program (HB 3186)	L-004-4-01-0369-0000-342190: 01-0369-0000-342190 - Youth Diversion Program (HB 3186)	200.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	6.36
	0369 - JP-4 Truancy Program Fund Total:	**310.91**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	2,615.00
	0370 - Alternate Dispute Resolution Fund Total:	**2,615.00**

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	5.09
	0372 - Justice Court Technology Fund Total:	**5.09**
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	2.54
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	50.88
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	21,886.61
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	987.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	5.09
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	7.63
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	599.70
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.13
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-4-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	30.00
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,057.72
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	2.53
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	85.50
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	819.36
	0399 - State Agency Fund Total:	**30,534.69**
	Fee Totals for All Funds:	**124,236.61**

Payment Report - Fee Code Summary

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	39.35	9	0.00	0	0.00	0	39.35	9
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	414.70	102	0.00	0	0.00	0	414.70	102
2020AFHPD	Arrest Fee - Hutto PD 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020AFJISD	Arrest Fee - Jarrell ISD PD CCP 102.011(a)(1), 102.011(e)	20.55	5	0.00	0	0.00	0	20.55	5
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	185.00	37	0.00	0	0.00	0	185.00	37
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,116.82	264	0.00	0	0.00	0	1,116.82	264
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	21,886.61	417	0.00	0	0.00	0	21,886.61	417
2020CDF	Compliance Dismissal Fine	210.00	21	0.00	0	0.00	0	210.00	21
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	273.65	31	0.00	0	(10.00)	1	263.65	32
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	5,012.10	422	0.00	0	0.00	0	5,012.10	422
2020LTF	Local Traffic Fine (TC 542.403)	362.64	141	0.00	0	0.00	0	362.64	141
2020STF	State Traffic Fine (TC 542.4031)	6,044.13	141	0.00	0	0.00	0	6,044.13	141
2020TCAF	Teen Court Admin Fee CCP45.052(e),FC 54.032(g)	20.00	2	0.00	0	0.00	0	20.00	2
2020TPF	Time Payment Fee CCP 102.030	742.51	93	0.00	0	0.00	0	742.51	93
2020WFC4	Warrant Fee - Const Pct 4 CCP 102.011(a)(2), 102.011(e)	1,696.83	40	0.00	0	0.00	0	1,696.83	40
2020WFHPD	Warrant Fee - Hutto PD CCP 102.011(a)(2), 102.011(e)	11.56	1	0.00	0	0.00	0	11.56	1
2020WFWCSO	Warrant Fee Sheriff's Office CCP 102.011(a)(2). 102.011(e)	21.12	2	0.00	0	0.00	0	21.12	2
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
AFCA4	Arrest/Service Fee - Const. Pct. 4	0.69	1	0.00	0	0.00	0	0.69	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	6.36	2	0.00	0	0.00	0	6.36	2
CB	Cash Bond	1,549.10	3	0.00	0	0.00	0	1,549.10	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	50.88	2	0.00	0	0.00	0	50.88	2
CCOP	Civil Copies	85.25	47	0.00	0	0.00	0	85.25	47
CERT	Certified Copy	9.00	3	0.00	0	0.00	0	9.00	3
CFINE	County Fine	41,445.94	355	370.00	4	(53.00)	1	41,762.94	360
CHS	Courthouse Security Fee (CCP 102.017)	3.82	2	0.00	0	0.00	0	3.82	2

Payment Report - Fee Code Summary

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
CHSJC	JP Security Fee (CCP 102.017)	1.27	2	0.00	0	0.00	0	1.27	2
CJS	Criminal Judicial Support Fee (LGC 103.105)	7.63	2	0.00	0	0.00	0	7.63	2
COLLFEE	Collection Agency Fee	3,404.89	42	0.00	0	0.00	0	3,404.89	42
CONT1	Constable Service Fee Pct #1	80.00	1	0.00	0	0.00	0	80.00	1
CONT3	Constable Service Fee Pct #3	80.00	1	0.00	0	0.00	0	80.00	1
CONT4	Constable Service Fee Pct #4	12,400.00	118	0.00	0	0.00	0	12,400.00	118
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
CSFF	Child Safety Fee (CCP 102.014(d))	12.14	2	0.00	0	0.00	0	12.14	2
CSSF	Child Safety School Fee (CCP 102.014(c))	25.00	1	0.00	0	0.00	0	25.00	1
DDF	Deferred Disposition Fee	2,822.35	51	10.00	1	(370.00)	4	2,462.35	56
FNTC1	Child Safety Seat Fine Trauma Center	85.50	2	0.00	0	0.00	0	85.50	2
IDF	Indigent Defense Fee (LGC 133.107)	2.53	2	0.00	0	0.00	0	2.53	2
JCTF	Justice Court Technology Fee (CCP 102.0173)	5.09	2	0.00	0	0.00	0	5.09	2
JFR	Jury Reimbursement Fee (CCP 102.0045)	5.09	2	0.00	0	0.00	0	5.09	2
JTP	Juvenile Truancy Program (CCP 102.0174)	6.36	2	0.00	0	0.00	0	6.36	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.13	2	0.00	0	0.00	0	0.13	2
OPAY	Over Payments > $10	0.00	0	53.00	1	0.00	0	53.00	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	2,615.00	524	0.00	0	0.00	0	2,615.00	524
SB41JCSF	Justice Court Support Fund	13,075.00	524	0.00	0	0.00	0	13,075.00	524
SB41LAF	Language Access Fund - LGC 135.155	1,569.00	524	0.00	0	0.00	0	1,569.00	524
SB41SCF	State Consolidated Fee	987.00	47	0.00	0	0.00	0	987.00	47
SCH	School District Fine	9.00	1	0.00	0	0.00	0	9.00	1
SFC4	Service/Arrest Fee - Const. 4	33.96	7	0.00	0	0.00	0	33.96	7
SFMCWV	State Fine - Motor Carrier Weight Violation	819.36	8	0.00	0	0.00	0	819.36	8
STF	State Traffic Fee (TC 542.4031)	30.00	1	0.00	0	0.00	0	30.00	1
STFS	State Traffic Fine Due To State (HB2048)	13.59	1	0.00	0	0.00	0	13.59	1
TCC	Truancy Court Cost (HB2398)	104.55	3	0.00	0	0.00	0	104.55	3
TCCF	Truant Conduct Contempt Fine - Child	30.00	1	0.00	0	0.00	0	30.00	1
TFC	Traffic	3.82	2	0.00	0	0.00	0	3.82	2
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	2.54	2	0.00	0	0.00	0	2.54	2

Payment Report - Fee Code Summary

Deposit Date: **10/1/2025 - 10/31/2025** Case Categories: **Civil; Criminal**
Locations: **JP4**

Payment Type: **Cash Bond Deposit; Counter Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
TPWF	Texas P&W Fine	1,625.20	22	0.00	0	0.00	0	1,625.20	22
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	20.00	4	0.00	0	(5.00)	1	15.00	5
WPOSS	Writ of Possession	55.00	11	5.00	1	0.00	0	60.00	12
WSF3	Constable #3 - Writ Service Fee	0.00	0	200.00	1	0.00	0	200.00	1
WSF4	Constable #4 - Writ Service Fee	2,800.00	14	0.00	0	(200.00)	1	2,600.00	15
YDP	Youth Diversion Administrative Fee ($50)	200.00	4	0.00	0	0.00	0	200.00	4
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		124,236.61	4,082	638.00	8	(638.00)	8	124,236.61	4,098

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 10/01/2025-10/31/2025

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$5,012.10	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$1,754.24		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$1,790.04		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$1,432.03		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$35.79		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$5,012.10	$5,012.10			100.000000%
Collected	$5,012.10				

Commissioners Court - Regular Session **15.**

Meeting Date: 11/18/2025

Appoint James Reeves to the ESD #1 Board of Commissioners

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on appointing James Reeves to the ESD #1 Board of Commissioners. The term will be November 18, 2025–December 31, 2027.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

James Reeves bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/06/2025 10:23 AM
Form Started By: Garry Brown		Started On: 11/06/2025 10:06 AM
Final Approval Date: 11/06/2025		

James Reeves, PE Bio

I was a fire protection engineer for 32 years prior to my retirement in 2020. I worked for the State of Texas at the State Fire Marshal's Office and then the Texas Commission on Fire Protection from 1988 to 1998. I worked for the Austin Fire Department (AFD) Prevention Division for 22 years from 1998 to 2020.

My primary duties at AFD included reviewing site plans, building permit plans, and fire protection system plans for compliance with building and fire codes and National Fire Protection Association (NFPA) standards. I also performed inspections on a limited basis. While employed, I was a member of NFPA, the Society of Fire Protection Engineers, American Fire Alarm Association, and the International Code Council. I am currently a member of the Texas Fire Protection Association.

While I have not been a firefighter, I have worked with many firefighters and gained a knowledge of firefighting tactics in order enhance my ability to evaluate plans based on how firefighters respond to emergencies.

I have lived in the district for 37 years. I am a member of the Rattan Creek Neighborhood Association and served as the President in 1990. My wife and I have strong ties to the community. We raised our two daughters here and spent many hours volunteering at Pond Springs Elem, Deer Park MS, and McNeil HS. We are currently very active in our church community and I am a member of the Knights of Columbus community service organization.

Commissioners Court - Regular Session **16.**

Meeting Date: 11/18/2025

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	11/04/2025 04:47 PM
Form Started By: Andrea Schiele		Started On: 11/04/2025 04:35 PM
Final Approval Date: 11/04/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Henry Allen Boyd Jr.)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Henry Allen Boyd Jr. (SSN xxx-xx-7267) passed away on September 10, 2025, at the age of 63, while residing in a hotel located in Cedar Park, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 18th day of November 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **17.**

Meeting Date: 11/18/2025

FY27 Budget Calendar

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on setting the calendar for the 2026-2027 county budget.

Background

Please see the attached calendar for your consideration.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY27 Budget Calendar

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:38 PM
Form Started By: Ashlie Holladay		Started On: 11/10/2025 12:18 PM
Final Approval Date: 11/10/2025		

2025 - 2026
Budget Planning Calendar

For Preparation of the:
FY 27 Budget

JANUARY	
5	**FY '27 Capital Request Information Sent Out / Pricing to be obtained by 3/3**
12	**New Personnel/Re-class/Conversion/Transfer Request Information Sent Out**
20	**Questica Training Offered Weekly / Dates & Sign Up Posted on SharePoint**
FEBRUARY	
24	**Budget Kickoff Workshop – Goals, Objectives & Priorities (Comm. Court, HR, Auditor & Budget Office)**
MARCH	
MAR 3	**Deadline to Obtain Pricing for CIP/Facility Enhancement Request (NEW)**
MAR 2-MAR 27	**Pre-Budget Meetings between County Departments and Budget Office (optional)**
13	**New Personnel/Re-class/Conversions/Transfer Requests Due in Questica**
APRIL	
1	**FY '27 Capital / Facility Requests Due in Questica**
10	**Budget Workshop (Comm. Court, E.O.s and DHs) 10:00-Noon**
MAY	
1	**12:00 Noon / Questica Closed/Locked for Input/Requests**
JULY	
WEEK OF 27	**Questica Open for Viewing Recommendations**
AUGUST	
3	**12:00 Noon / Deadline to Contact Budget Office for FY27 Revisions**
11	**FY 27 Budget Presentation to Commissioners Court**
18	**Budget Modification / Commissioners Court**
25	**Budget Modification / Commissioners Court**
SEPTEMBER	
1	**Adopt 2026 - 2027 Budget**
OCTOBER	
6	**Capital Improvement Project Discussion/Action**
20	**Capital Improvement Project Discussion/Action (if needed)**

Commissioners Court - Regular Session **18.**

Meeting Date: 11/18/2025

Amendment to Mock Trial Use Agreement for the Justice Center

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an amendment to the Authorized Use Agreement with the 2026 Region 13 Mock Trial Competition to be held in the Williamson County Justice Center, 405 MLK, Georgetown, on Jan. 23, 2026, to include the use of the 368th District Courtroom.

Background

On 10.21.25, the Commissioners Court approved an authorized use agreement for the 2026 Region 13 Mock Trial Competition to use Courtrooms 1, 2, 4 and the small courtroom. Judge Bruchmiller has also offered the 368th District Courtroom for use for the student mock trial competition. The competition would like to have an additional courtroom to use due to an increase in teams competing.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mock Trial Amended Use Agreement 1.23.26

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/03/2025 04:38 PM
Form Started By: Connie Odom		Started On: 11/03/2025 02:31 PM
Final Approval Date: 11/03/2025		

AUTHORIZED USE AGREEMENT

This Authorized Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit A; and

WHEREAS, USER desires to use the area or real property described in Exhibit A.

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the public benefit obtained from USER'S use of the area specified in Exhibit A (the "Authorized Area"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the Authorized Area for the use described in Exhibit A hereto, and no other purpose (the "Permitted Use").

2. SPECIAL CONDITIONS OF USE:

USER hereby acknowledges and agrees that the Authorized Area consists of Courtrooms at the Williamson County Justice Center and that all use of such Courtrooms and any rights granted hereunder are subject to the Presiding Judge's consent requirements, rules, regulations and conditions regarding the use of his or her Courtroom and that USER must comply with any rules, regulations and conditions set by each Judge.

3. SERVICES AND AMENITIES; ALTERATIONS:

In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.

ii. Electric current adequate for the Permitted Use.

iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above-described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

USER shall not make any alterations, additions or improvements to the Authorized Area.

4. CLEANING OF AUTHORIZED AREA:

To the extent necessary, if any, USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PARKING:

All vehicles and all equipment parked in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances.

6. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

7. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY and the Judge of each particular Courtroom retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY and the Judge of each particular Courtroom reserves the right to eject any objectionable person(s) from the Authorized Area, including and upon the exercise

of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY and the Judge of each particular Courtroom arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY and the Judge of each Courtroom. Unless otherwise specified in writing, COUNTY and the Judge of each Courtroom shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

8. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY and the Judge of each particular Courtroom will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and the Judge of each particular Courtroom and those persons using other portions and areas of the Authorized Area.

9. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

10. **ASSUMPTION OF RISK:**

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or

about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

11. **INDEMNIFICATION:**

To the fullest extend allowed by law, USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

12. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

13. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

14. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

15. FLAMMABLE MATERIALS:

USER shall not use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes.

16. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

17. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

18. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

19. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and, to the fullest extent allowed by law, to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

20. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

21. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

22. GOVERNING LAW, VENUE:

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

23. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

24. SEVERABILITY:

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

25. NO INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

26. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

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

27. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

28. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized

Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

29. CONSTRUCTION:

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

30. RELATIONSHIP OF THE PARTIES:

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

31. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

32. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

AS ACCEPTED AND EXECUTED:

COUNTY:

By: _____

Printed Name: _____

Title: _____

DATED _____ _____, 20___

USER:

Texas High School Mock Trial Competition
Company / Organization

Authorized Signer: _____

Printed Name: Melissa Perez

Representative Capacity: Director

DATED October 31, 2025

Contact Person: Melissa Perez

Address: 2101 Ross Ave.

Dallas, TX 75201

Phone No.: (214) 235-7558

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s):	**From – January 23, 2026** **To – January 23, 2026**
Hours:	**_____8_ a.m. to ___6:30____ p.m.**
Permitted Use (Description of Use):	**2026 Region 13 (Austin) Mock Trial Competition**
Authorized Area (Location):	**Williamson County Justice Center** **405 Martin Luther King Jr St., Georgetown, TX 78626** **Courtrooms: 1, 2, 4 and 368th and small courtroom**

Commissioners Court - Regular Session **19.**

Meeting Date: 11/18/2025

Approval of Agreement 2026-054 with CNC Holdings, LLC dba Optimum Business for Cable Service for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Service Agreement #2026-054 between Williamson County and CNC Holdings, LLC dba as Optimum Business for Cable Service at 515 Pine St, Georgetown, Texas 78626, for a monthly fee of $76.00 and an initial installation fee of $100.00, authorizing the execution of the service agreement and exempting the purchase from competitive bidding through Local Government Code 262.024 (7)(A)(c) electric, gas, power, water or utility services.

Background

The approval of this Service Agreement will benefit Williamson County by providing Optimum Cable service at 515 Pine Street, Georgetown, TX 78626. Optimum is the preferred provider for the County with the best value for Internet and Cable service. Cable service will be provided by Optimum at $76.00 per month. The Agreement shall be effective upon execution by all parties and shall remain in full force and effect through September 30, 2029, unless terminated earlier in accordance with the terms of the agreement sooner. At the end of the agreement term, the Williamson County Commissioners Court reserves the right to renew the Agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County. The funding source for this is 01.0100.0560.004210 for FY26. Origination #4003. The department's point of contact is Virginia Johnson. The vendor is publicly traded. Therefore, Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Optimum Agreement REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:03 PM
Form Started By: Sandra Malcolm		Started On: 10/27/2025 01:40 PM
Final Approval Date: 11/10/2025		

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THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE SERVICE AGREEMENT WITH CNC HOLDINGS, LLC DBA OPTIMUM BUSINESS (Order Form dated 10/06/2025)

The underlying County Addendum (the "Addendum") to the Service Agreement ("Agreement"), between CNC Holdings, LLC DBA Optimum Business ("Optimum") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum 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, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

   - This Addendum
   - Optimum's Software as a Service Agreement and
   - Order Form dated 10/06/2025

2. **Effective Date and Term:** The Agreement shall be in full force and effect when signed by all parties and shall continue through September 30, 2029. Unless terminated sooner pursuant to the terms of this Addendum, if applicable, at the end of the Agreement term, Williamson County Commissioners Court reserves the right to renew the Agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

3. **Termination for Convenience.** The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Optimum. In the event of such termination, it is understood and agreed that only the amounts due to Optimum for goods, commodities and/or services provided and expenses incurred to and including the date of

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termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.

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

5. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, 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.

6. **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 under the laws of the State of Texas and of the United States.

7. **The County's Right to Audit.** Optimum agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Optimum which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Optimum agrees that The County shall have access during normal working hours to all necessary Optimum 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 Optimum reasonable advance notice of intended audits.

8. **Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County 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 County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Optimum at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.

9. **Payment, Interest and Late Payments.** The 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 The County receives the goods under the

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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.

In the event that an error appears in an invoice submitted by Optimum, The County shall notify Optimum of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of Optimum, Optimum shall be entitled to receive interest on the unpaid balance of the invoice submitted by Optimum beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Optimum 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.

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

11. **Sales and Use Tax Exemption.** The County 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 The County. Exemption certificates will be provided to contractors and suppliers upon request.

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The 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 The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The 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 The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. **Media Releases:** Optimum 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.

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14. **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.

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

16. **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.

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

CNC HOLDINGS, LLC DBA OPTIMUM BUSINESS

By: Signed by: Holly Thedford EED66E82D753451...

Printed Name: Holly Thedford

Title: Regional Sales Manager

Date: 10/23/2025 ____, 20____

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 24 2025 **Time:** 3:02 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 27 2025 **Time:** 11:27 am

Service Agreement/ Order Form

Date: 10/6/2025

Customer Information

Customer Status: Existing Customer

Customer Name: WILLIAMSON COUNTY

Billing Address: [redacted] Georgetown TX 78626-2126

Street Address *Suite* *City* *State* *Zip Code*

Billing Contact: [redacted] *Phone* [redacted] *Email* [redacted]

Order Contact: [redacted] *Phone* [redacted] *Email* [redacted]

Optimum Contact: Noe Perez *Phone* *Email* [redacted]

Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type: ADD Service Location Type: 'A' Location: [redacted] Demarc:	Account #: [redacted] Service Location Type: 'Z' Location: Demarc: Type II : ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
1	Optimum Business HD-DTA Cable Box	$8.00	2	$16.00	$0.00
2	Optimum Additional Service Install	$0.00	1	$0.00	$100.00
3	Optimum Business Basic TV	$60.00	1	$60.00	$0.00

Service Term:	Month to Month
Total Monthly Recurring Charge:	$76.00
Total Installation Charge:	$100.00

For Internal Use Only

Remarks

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Terms and Conditions

After the end of your promotional period, your price will be our standard rates which can be found at optimum.net/pricing.
Subscription continues and renews automatically each month until canceled. Cancel any time at **866-200-7186** or by logging into account at optimum.net. Cancellation effective at end of then-current billing period except in CT, NJ and WV.

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ('Optimum ' or'Optimum Business') and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at https://www.optimum.com/terms-of-service/business Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement
Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.
By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer		Cequel Communications, LLC (Optimum Business)	
Authorized Signature:		Authorized Signature:	Signed by: Holly Thedford EED66E82D753451...
Print Name:		Print Name:	Holly Thedford
Title:		Title:	Regional Sales Manager
Date:		Date:	10/23/2025
Email:			
Phone:			

General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the Customer Privacy Notice, which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

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GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.Optimum.com.pricing-packages. Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third-Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third-Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third-Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third-Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ("Monthly Subscription").
   a. Monthly Term. If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).
   b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Customer's Term automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).
      i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.
      ii. Following the Initial Term, Customer may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

    a. Misuse of Equipment. Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

    b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.

    c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

    d. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

    e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

    f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

    g. Repair. Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided

equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

    a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY**: OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.

    b. **Emergency Calling Services (E911) for Hosted Voice Service**: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. **Managed DDoS Protection Service**: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

16. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

17. **Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.

18. **Violations of this Agreement**. It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.

19. **Termination**. Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.

20. **Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

21. **Content and Services.** All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

22. **Disclaimer**. Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

23. **Telephone Communications Regarding Customer Account or Service**. **Customer** agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at http://www.Optimum.com.

24. **No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.

25. **No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.

26. **No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

    Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

27. **Indemnification.** Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.

28. **Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

29. **BINDING ARBITRATION. Please read this section carefully. It affects Customers rights**

    a. Agreement to Arbitrate Disputes. Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
- Claims that arose before this or any prior Agreement; and
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

b. Opting Out of Arbitration. **IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.**

IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMERR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/rulesformsfees.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than $50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of $1,000 or less, Customer's share of the fees will be capped at $100, and If Customer is seeking claims of between $1,001-$10,000, Customer's share of such fees will be capped at $200. If Customer is seeking claims of more than $10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations

commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. **Governing Law.** Subject to Section 29.h above, this Agreement shall be governed by the laws of the state of New York.

31. **No Relationship.** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

32. **Survival.** All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).

33. **Force Majeure.** Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

34. **Entire Agreement.** This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy (“AUP”), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.

35. **Amendment; Notice.** Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum’s website (www.Optimum.com), or by sending notice via email or postal mail to Customer’s billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

Docusign Envelope ID: E0CE2212-8C8F-4820-8372-9924EE1C106A

Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Optimum's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Optimum Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum's trouble reporting system. An Interruption period ends when the circuit/service is operative.

a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
b. If an Altice/ Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to enterprisecare@alticeusa.com within thirty (30) calendar days of the Interruption.
d. For calculating credit allowances, every month is considered to have thirty (30) days.
e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

Outage Duration	Credit of Monthly Charges
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Optimum's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

Certificate Of Completion

Envelope Id: E0CE2212-8C8F-4820-8372-9924EE1C106A
Status: Completed
Subject: Optimum Service Agreement for Your Electronic Signature-Williamson County
Source Envelope:
Document Pages: 13
Signatures: 2
Envelope Originator:
Certificate Pages: 3
Initials: 0
Noe Perez
AutoNav: Enabled
[redacted]
EnvelopeId Stamping: Enabled
Plano, TX 75024
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
[redacted]
[redacted]

Record Tracking

Status: Original
10/23/2025 8:36:59 AM
Holder: Noe Perez
[redacted]
Location: DocuSign

Signer Events	Signature	Timestamp
Holly Thedford [redacted] Regional Sales Manager Lightpath, Inc. Security Level: Email, Account Authentication (None)	Signed by: Holly Thedford EED66E82D753451...	Sent: 10/23/2025 8:38:00 AM Viewed: 10/23/2025 8:41:50 AM Signed: 10/23/2025 8:41:57 AM
	Signature Adoption: Pre-selected Style Using IP Address: [redacted]	

Electronic Record and Signature Disclosure:
Accepted: 5/16/2025 8:05:49 AM
[redacted]

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/23/2025 8:38:00 AM
Certified Delivered	Security Checked	10/23/2025 8:41:50 AM
Signing Complete	Security Checked	10/23/2025 8:41:57 AM
Completed	Security Checked	10/23/2025 8:41:57 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Altice USA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Altice USA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: [redacted]

To advise Altice USA of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us [redacted].com and in the body of such request you must state: your

previous email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Altice USA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [redacted] and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Altice USA

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [redacted] and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Altice USA as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Altice USA during the course of your relationship with Altice USA.

Commissioners Court - Regular Session **20.**

Meeting Date: 11/18/2025

Approval of Contract for Goods #2026-086 for a Surveillance Trailer from Wireless CCTV, LLC for Sheriff's Office

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Contract for Goods #2026-086 between Williamson County and Wireless CCTV, LLC for a surveillance trailer in the amount of $54,880.00, pursuant to the GSA GS-07F-031DA cooperative contract and authorizing the execution of the Contract.

Background

The approval of this contract will benefit the Williamson County Sheriff's Office with a surveillance trailer that is portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device. This equipment holds a three-and-a-half year extended service plan and other necessary equipment listed on page eight (8) of exhibit A. The funding source is 01.0100.0560.005008 for FY26. Origination #4138. The department's point of contact is Lieutenant Russell Travis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:33 PM
Form Started By: Barbi Hageman		Started On: 10/30/2025 10:50 AM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS

Wireless CCTV, LLC

(Proposal – [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 CONTRACT FOR GOODS (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 **Wireless CCTV, 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.

Goods: Service Provider shall supply the County the goods described in the **Proposal –** [redacted] attached as **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.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with cooperative contract number GSA GS-07F-031DA. The not-to-exceed amount for the life of this contract shall be **Fifty-Four Thousand Eight Hundred Eighty-Eight Dollars ($54,880.00)**.

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.

IV.

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.

V.

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.

VI.

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.

VII.

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.

VIII.

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

IX.

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.

X.

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.

XI.

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

XII.

No Assignment: Service Provider may not assign this Contract.

XIII.

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

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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 **Proposal –** [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: GSA GS-07F-031DA, incorporated by reference 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.

XX.

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___

Wireless CCTV, LLC:

Demond Crawley
Authorized Signature

Demond Crawley
Printed Name

Date: October , 27 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 28 2025 Time: 5:56 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 29 2025 Time: 9:57 am

Exhibit "A"
Proposal – [redacted]

[redacted]

wcctv
WIRELESS CCTV

WIRELESS CCTV

Proposal for
Williamson County Sherrif's Office
Purchase Proposal

Prepared for: Lieutenant Russell Travis

Date: Oct 16, 2025

Prepared by: Kiiler Stephens

851 International Parkway
Suite 140
Richardson, TX 75081

Tel [redacted]

GSA Advantage!™

SIA
SECURITY INDUSTRY ASSOCIATION

Contents

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1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 20 years' experience in mobile video surveillance
- Verizon LTE-certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs

All WCCTV units have the following standard features

- Verizon 4G Certified
- 4G LTE Capable
- Wi-Fi Capable
- Environmentally tested
- 110v or 12v Power Options (Shore Power or Solar)
- Edge Recording (up to 8Tbyte)
- Video Analytics*
- HeartBeat Diagnostics*

Wireless CCTV's Mini Dome systems provide the user with complete flexibility and portability. The WCCTV Mini Dome is available with a range of different cameras designed to suit all deployment and budgetary requirements. The systems can be deployed in any location and are ideal for rapid installation and temporary surveillance applications.

2. Solutions and Systems Overview

WCCTV Pole Camera Range

Wireless CCTV's Pole Camera Range provides the user with complete flexibility. The Range takes the standard WCCTV feature set and integrates a selection of industry leading PTZ camera options designed to suit all deployment and budgetary requirements.

The system can be deployed in any location and is ideal for rapid installation and temporary surveillance applications.

WCCTV 4G IR Mini Dome

WCCTV's 4G IR Mini Dome is a rapid deployment pole camera specifically designed for mobile video surveillance applications. The system delivers live and recorded high-definition images via 4G LTE networks.

Standard Features
4G LTE
Range 300ft Illumination
4TB HDD
Video Analytics
Universal Mount
Smart Switch
15ft Power Cord
Options
Up to 8TB HDD SSD
Up to 3 Additional Cameras
4G LTE Data-plans 300GB
Up to 3 Additional Cameras
Solar Trailer

WCCTV 4G Multi Sensor Dome

The WCCTV 4G Multi-Sensor Dome is a rapid deployment pole camera that provides multidirectional video surveillance utilizing 4G LTE video transmission.

Standard Features
4G LTE
360° IR Multi Sensor
4 Views From One Device
4TB HDD
Video Analytics
Universal Mount
Smart Switch
15ft Power Cord
Options
Up to 8TB HDD SSD
Up to 3 Additional Cameras
4G LTE Data-plans 300GB
Up to 3 Additional Cameras

WCCTV Surveillance Trailer Range:

The WCCTV Mini Dome Solar Trailer is an autonomously powered mobile video surveillance unit that can be rapidly installed at practically any location.

Standard Features
20ft Manual Mast
800AWP
Secure Battery Enclosure
4 Camera Bracket
Tilting Draw Bar
2 Camera Bracket set
110V Power Outlet
6 minute install
Options
750w & 1500w Solar Array
Fuel Cell Remote Recharge
Tilting Draw Bar
Voice Down Audio Warning System

WCCTV Secondary Cameras:

The WCCTV Pole Camera range offers the ability to add a secondary camera, whether this be a WCCTV 4G IR Mini Dome, 4G IR Mini Dome + or Multi-Sensor Dome.

4G IR Mini Dome

Multi Sensor Dome

3. WCCTV Service

Base Services

Every WCCTV Product comes complete with a Service Package.

The suggested solution includes a service plan with the services below:

Standard Features
Camera Warranty Trailer Maintenance**
Video Analytics License
Onsite Install (Surveillance Trailers) * Remote Install (Pole Cameras) *
Remote Training**
Heartbeat Diagnostics***
Smart Switch Management
Remote Tech Support
Remote Footage Retrieval****
Options
Data Plan options: 300GB, or COA Options 1 year, 3 years, and 5 years
Data Plan length: 1 year, 3 years, and 5 years
Renewal options length: 1 – 5 years

*Must be prebooked with WCCTV Service team minimum 48 hours' notice
**Must be prebooked with WCCTV Service team minimum 5 days' notice
***Client must request upload of device onto WCCTV Heartbeat / system must have SS device to qualify
****Maximum 1 Hour of footage download per month

Extended Service Plans

You may choose an extended service plan in addition to the Limited Warranty, which is subject to the ESA Terms (defined below)

Options
WCCTV Primary MiniDome ESA (With or Without Airtime): 1 year, 3 years, and 5 years
WCCTV Solar Trailer ESA: 1 year, 3 years and 5 years

*Pricing excludes sales tax at the prevailing rate.

4. Price

WCCTV Surveillance Trailer Range:

Please note: The Surveillance Trailer will be delivered at dock height. A forklift will be required on-site to lower the trailer to ground level. It is the customer's responsibility to furnish the forklift. However, WCCTV can deliver the trailer with a forklift for an additional fee.

Product selection:

OLM Items		
Description	**QTY**	**Item Price**
700-0001 - 3 and a Half Years of WCCTV Trailer and Dome Extended Service Plan (Terms and Conditions apply)	**1**	**$6,594.00**
101-8111 – Voice Down Box includes LED and Switch	**1**	**$2,000.00**
600-0043 - 8 TBYTE SSD for Minidome Range (Upgrade)	**1**	**$1,000.00**
Stellifii Cloud Platform – 3 and a half years of cloud platform access	**1**	**$3,000.00**
WCCTV - Weather Station Device	**1**	**$2,788.62**

GSA Items		
Description	**QTY**	**Item Price**
600-0020 - WCCTV PTZ Dome, 4TB SSD, Net Box, Smart Switch, 300GB Monthly Data, Remote Training, Heartbeat, 1 YR Warranty, Service, and Maintenance (Terms and conditions apply)	**1**	**$9,495.00**
500-0040 - 750W Trailer, 800amph battery, Tilting Drawbar, 4 Camera Bracket	**1**	**$25,182.46**
500-0005 - IR PTZ Secondary, Bracket, Cable, Flight Case	**2**	**$4,019.92**

Shipping and Installation (Setup)	**1**	**$800.00**
TOTAL		**$54,880.00**

*pricing excludes sales tax at the prevailing rate

Pricing based on GSA schedule 84 price list (contract number GS-07F-031DA)

5. WCCTV Heartbeat - Proactive Diagnostics

What does WCCTV Heartbeat detect?

Connection Issues: We will report if the connection to your WCCTV system fails or the system goes offline

Camera Failures: We can detect if a camera has developed a fault or has been tampered with.

Hard Disk Failures: We can detect any hard disk failures or if the system stops recording.

Recording Issues: Reports if the system records for less time than expected.

Time & Date Inaccuracy: Reports when the time is incorrect or tampered with.

6. Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24, 36, 48, or 60 months (the "**Fixed Term**"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, 36, 48 or 60 months after it begins, depending on which Fixed Term is agreed upon and ordered.

2. If airtime for the Equipment is purchased, the amount**Included Gigabytes**") are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).

3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms or until a new rate plan is agreed upon.

4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any overage usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms.

5. All terms not defined herein shall have the same meaning as set forth in the Terms.

6. You are bound by and subject to Terms. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.

7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.

8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail.

7. Terms and Conditions

Wireless CCTV, LLC ("**WCCTVYouTerms**") with respect to the sale of certain equipment identified in the Proposal or in a purchase order issued by you and confirmed by WCCTV**Equipment**") and related airtime and other services identified in the Proposal (excluding services under any ESA) (the "**Service**"). At WCCTV's option the Equipment may be offered without airtime. These Terms**Proposal**") and are accepted by You upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms, the Terms shall control. These Terms prevail over any general terms and conditions that may be affixed to your order regardless of whether or when You have submitted any purchase order or such terms. Fulfilment of Your order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these Terms.

Authorization

1.1 If You are an entity and not an individual, then the person accepting these Terms represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.

1.2 If You are an individual, You represent You are of legal age and have capacity to enter into these Terms.

1.3 You authorize WCCTV and its assigns to verify Your creditworthiness with a credit reporting agency at any time and to share information about Your performance hereunder with third-parties.

Order, Delivery and Equipment

2.1 WCCTV shall supply the Equipment to You at the price(s) specified herein, or otherwise agreed in writing by WCCTV.

2.2 WCCTV shall deliver the Equipment at its own risk to the Point of Delivery specified in the Proposal, or otherwise agreed in writing by You and WCCTV.

2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time, but it shall not incur any liability in the event of any delay.

2.4 Placement of Your order constitutes acceptance of these Terms and Your agreement to pay the prices set forth herein for the Equipment/Service ordered. If You issue an order for the Equipment, You acknowledge that such order constitutes Your acceptance of the Proposal and Terms and Your firm commitment to purchase the Equipment/Service ordered at the prices set forth in the Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these Terms.

2.5 You shall inspect the Equipment within such time as necessary to make a valid claim against the carrier for any damage incurred during transit and in no event more than three (3) days of receipt of the Equipment ("**Inspection Period**"). All Equipment shall be in good order upon release to the carrier. ALL CLAIMS FOR DAMAGE AND LOSS IN TRANSIT MUST BE FILED BY YOU AGAINST THE CARRIER CONSISTENT WITH THE SHIPPING POLICY.

2.6 You shall examine the Equipment within the Inspection Period and notify WCCTV if the Equipment is not in good working order at the time of receipt or is Nonconforming Equipment. You will be deemed to have accepted the Equipment unless You notify WCCTV in writing of any Nonconforming Equipment during the Inspection Period and furnish such written evidence or other documentation as reasonably required by WCCTV. "**Nonconforming Equipment**" means only the following: (i) product shipped is different than identified in Your purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

2.7 If You timely notify WCCTV of any Nonconforming Equipment, WCCTV shall, in its sole discretion, (i) replace such Nonconforming Equipment with conforming Equipment, or (ii) credit or refund the Price for such Nonconforming Equipment, together with any reasonable shipping and handling expenses incurred by You in connection therewith. You shall ship, per WCCTV's instructions and WCCTV's expense and risk of loss, the Nonconforming Equipment to WCCTV's facility located at 851 International Pkwy, Suite 140, Richardson, Texas, 75081. If WCCTV exercises its option to replace Nonconforming Equipment, WCCTV shall, after receiving Your shipment of Nonconforming Equipment, ship to You, at WCCTV's expense and risk of loss, the replaced Equipment. YOU ACKNOWLEDGE AND AGREE THAT THE REMEDIES SET FORTH IN THIS CLAUSE 2.7 ARE YOUR EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING EQUIPMENT. EXCEPT AS PROVIDED UNDER THIS CLAUSE 2.7, ALL SALES OF EQUIPMENT TO YOU ARE FINAL, AND YOU HAVE NO RIGHT TO RETURN PURCHASED EQUIPMENT TO WCCTV.

Term; Cancellation of Service

3.1 If You purchase Equipment which includes airtime, You agree to the Fixed Term set forth in the Proposal as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "**Term**". You are bound by these Terms for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If You purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that You will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if You cancel during a Fixed Term, retention of charges paid is reasonable. If You purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.

3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if You do so in writing within 30 days of the date of notice of a rate increase.

3.3 If You are a reseller of the Equipment, WCCTV may terminate its relationship with You immediately upon breach of any of these Terms (including but not limited to failure to pay) or upon thirty (30) days written notice for any reason whatsoever. Your obligation to pay for Equipment and Service already purchased shall continue regardless of termination.

Charges

4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("**Usage Charges**") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only

during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to Your rights to cancel as provided in Clause 3.2.

4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.

4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "**Charges**") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Clause 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.

4.4 You shall pay all Charges invoiced by WCCTV within thirty (30)**Due Date**") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of $5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.

4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed $500.00.

4.6 If You ask WCCTV for support, service, repair or training we will be entitled to charge You for such support, service or training in accordance with our then current price list.

4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.

4.8 After cancellation or termination of Service, You shall pay invoices issued to You for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.

4.9 If You claim any exemption from any applicable taxes, You will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from You.

Forms of Payment; Credit Card Charges and Authorization

5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed $500.00 or any established credit limit, whichever is greater, during a billing period.

5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You**Authorization Amount**"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be $1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.

5.3 If providing WCCTV with a credit card for payment, You represent that You are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by You as a result of using a debit card, including, but not limited to, NSF charges.

Equipment Use, Loss and Damage

6.1 Upon delivery to You, WCCTV will provide an onboarding session and instructional video links**Video Links**").

6.2 You will use the Equipment in accordance with the onboarding session, video links and any manufacturer's instructions and/or specifications (collectively, the "**Manufacturer's Instructions**") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.

6.3 Unless otherwise agreed, ownership of the Equipment will transfer to You upon WCCTV's receipt of payment of the full price of the Equipment. Until ownership of the Equipment transfers to You, You

6.3.1 Effect any repairs or modifications to the Equipment;

6.3.2 Remove or interfere with any certification markers affixed to the Equipment;

6.3.3 Deface or add to the Equipment;

6.3.4 Allow any third-party to use of the Equipment;

6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third-party; or

6.3.6 Sell the Equipment to a third-party.

6.4 You grant WCCTV, our agents and employees, an irrevocable licence at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where Your right to possession has terminated, to recover it.

6.5 We shall be entitled to charge You the costs we incur in recovering the Equipment in accordance with this Clause.

6.6 In the event the Equipment is lost or stolen, You must notify WCCTV immediately and provide WCCTV with the internet protocol address ("IP Address") of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If You do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled, and You will continue to be responsible for all charges incurred on such Equipment.

6.7 If You purchased the Equipment and Service from anyone other than WCCTV, that company is obligated to provide You customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant You a non-exclusive, non-transferable license to use that software as part of the Equipment and You must:

7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and

7.1.2 obey any additional license terms, if any, provided by us to You in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us You must:

7.2.1 (subject to Clause 7.2.2) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and

7.2.2 obey that third-party's license terms as shown in the third-party software and third-party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by You of this Clause.

Limited Warranty, Disclaimer of Warranty, Limitation of Liability, Indemnity

Limited Warranty and Exclusions

8.1 WCCTV warrants to the original purchaser that the Equipment is free from material defects in material and workmanship for a period of 12 months following the date of delivery under normal use, subject to the requirements, exclusions and limitations stated herein**Limited Warranty**"), which will be strictly applied.

8.1.1 **Timing**. WCCTV shall not be liable for a breach of this Limited Warranty unless: (a) You give written notice of the defective Equipment, reasonably described, to WCCTV within fifteen (15) days of the time when You discover or ought to have discovered the defect; (b) You include proof of purchase and proof of date of purchase (c) if applicable, WCCTV is given a reasonable opportunity after receiving the notice of breach of this Limited Warranty to examine such Equipment and You return such Equipment to WCCTV's place of business; and (d) WCCTV reasonably verifies Your claim that the Equipment is defective.

8.1.2 **Normal Use, No Repairs or Alterations**: This Limited Warranty covers only defects in the original components, and does not apply if the Equipment is modified, repaired or altered in any fashion or has been subjected to neglect, abuse, misuse, accident, overload or other unreasonable use, including failure to exercise reasonable care or perform necessary maintenance in the operation, transport and storage or the Equipment.

8.1.2 **Manufacturer's Instructions**: Failure to use Equipment in accordance with Manufacturer's Instructions.

8.1.3 **Exclusion of Components Warranted by other Manufacturers**: Components manufactured by a third-party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with the Equipment. WCCTV MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WARRANTY OF TITLE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

8.1.4 **Compliance with Terms**: Charges being current and there being no breach of these Terms.

8.1.5 **Consumables**: This Limited Warranty does not cover any parts that require replacement or maintenance in the ordinary use due to normal wear and tear such as bake components, seals, bearings, etc.

8.1.6 **Rust, Scratches and Dents**. This Limited Warranty does not cover rust or scratches and dents at the time of purchase.

8.1.7 **Connectivity**. WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Clause) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

Disclaimer

8.2 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICE.

Limitations

8.3 SUBJECT TO THE TERMS HEREOF, THE SOLE RESPONSIBILITY OF WCCTV UNDER THE LIMITED WARRANTY SHALL BE, IN WCCTV'S SOLE DISCRETION, TO EITHER (A) REPAIR OR REPLACE THE EQUIPMENT OR (B) CREDIT OR REFUND THE PRICE OF THE EQUIPMENT AT THE PRO RATA CONTRACT RATE PROVIDED THAT, IF WCCTV SO REQUESTS, YOU SHALL RETURN THE EQUIPMENT TO WCCTV CONSISTENT WITH CLAUSE 2.7.

8.4 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS CLAUSE AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS CLAUSE, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.5 IN NO EVENT SHALL WCCTV BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WCCTV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.6 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY

THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS.

8.7 IN NO EVENT SHALL WCCTV'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO ANY SALE OR PROPOSED SALE OF EQUIPMENT AND/OR SERVICES OR ANY EQUIPMENT AND/OR SERVICES SOLD TO YOU, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO WCCTV FOR THE EQUIPMENT AND SERVICES SOLD UNDER THE PURCHASE ORDER RELATING TO THE EQUIPMENT AND/OR SERVICES AT ISSUE.

GENERAL

8.8 The Limited Warranty contained herein gives You specific legal rights. You may also have other rights which vary from state to state.

8.9 You shall be solely responsible for and shall indemnify and hold harmless WCCTV against any and all claims, demands and liability, including reasonable attorneys' fees and expenses, arising as a result of Your ownership, possession, use, or misuse of the Equipment or the Service provided hereunder.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "**WCCTV Trademarks**") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

10.3.1 make any modifications to the Equipment or its packaging;

10.3.2 alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;

10.3.3 use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;

10.3.4 use in relation to the Equipment any trademarks other than WCCTV's Trademarks without obtaining the prior written consent of WCCTV; or

10.3.5 use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.

10.4 Except as provided in this Clause, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third-party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third-party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third-party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 851 International Pkwy, Suite 140, Richardson, TX, 75081

11.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

12.1 These Terms shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, Unitfed States of America. In addition, these Terms are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

13.2 The headings in these Terms are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

13.5 Your rights and obligations under these Terms cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

13.7 If the performance of any part of these Terms by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms without WCCTV's prior written consent. Subject to these restrictions, the Terms will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.

8. Extended Service Terms and Conditions

These Extended Service Agreement Terms and Conditions ("**ESA Terms**") provide for the repair or replacement necessary to correct certain material defects in material and workmanship in the Equipment for the ESA Term, subject to the requirements, exclusions and limitations stated herein, which will be strictly applied. Please review the ESA Terms in their entirety as they are not merely an extension of the Limited Warranty.

These ESA Terms are delivered with the Proposal and are accepted by You upon placement of an order for Equipment with an Extended Service Plan, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties**ESA**").

If there is a conflict between the terms of the Proposal and these ESA Terms, the ESA Terms shall control. These ESA Terms prevail over any general terms and conditions that may be affixed to your order regardless of whether or when You have submitted any purchase order or such terms. Fulfilment of Your order does not constitute acceptance of any of your terms and conditions and does not serve to modify or amend these ESA Terms.

Definitions

1.1 Capitalized terms used, but not defined, herein shall be given the same meaning ascribed to them in the Terms.
1.2 The following capitalized terms shall have the meanings set forth below:

"Covered Component" means any component of the Equipment other than the Excluded Components, including batteries, solar panels, charging components, mechanical elements of the mast, and LED and brake lights.

"Deductible" means the fixed fee payable for an on-sight assessment of the Equipment. The Deductible shall be $1,000 if the assessment takes place at a Service Location located in Texas or $2,000 if the assessment takes place at a Service Location located in the Service Area (excluding Texas).

"ESA Term" means the term of the Extended Service Plan agreed by the parties, whether, one, three or five years, provided that the ESA shall terminate if you

"Excluded Components" means the structural elements of the trailer, consisting of frame, axel, mast, tow bar, stabilizers and tires.

"Failure" means the failure or inability of a Covered Component to perform functions for which it was designed to perform due to defects in material or workmanship under normal use. Failure does not include reduction in operating performance due to normal wear and tear.

"Service Area" means the 48 continental states of the United States of America.

"Service Location" means at WCCTV's option (i) a clean, secure, covered location with ready access to power provided by You for the assessment and any repair of the Equipment; or (ii) a service location designated by WCCTV.

Order

2.1 Placement of Your order constitutes acceptance of these ESA Terms and Your agreement to pay the prices set forth herein for the applicable Extended Service Plan. If You issue an order for the Equipment with an Extended Service Plan, You acknowledge that such order constitutes Your acceptance of the Proposal, Terms, the ESA Terms and Your firm commitment to purchase the Extended Service Plan ordered at the prices set forth in the Proposal (or as otherwise specified in writing by WCCTV). You may not modify these ESA Terms or any pricing in any purchase order. If Your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes Your acceptance of these ESA Terms.

WCCTV's Responsibilities

3.1 During the applicable ESA Term, (i) if applicable, the Limited Warranty shall be extended for the ESA Term; and (ii) WCCTV agrees to provide the services necessary to repair or replace any Covered Component that experiences a Failure within the Service Area. **WCCTV'S OBLIGATIONS HEREUNDER ARE SUBJECT TO THE SAME EXCLUSIONS, DISCLAIMERS AND LIMITATIONS APPLICABLE TO THE LIMITED WARRANTY WITH REFERENCES TO THE EQUIPMENT INCLUDING THE COVERED COMPONENTS**. WCCTV will make its initial assessment of the Equipment or Covered Component within 15 business days of receiving written notice of a Failure or asserted claim under the Limited Warranty. WCCTV shall cover the cost of technician's travel within the Service Area.

Your Responsibilities

4.1 All reasonable efforts will be made by You to facilitate a remote technical support by WCCTV

4.2 If it is determined that the malfunction of the Equipment or Failure is not covered by the Limited Warranty or this ESA, you will be charged and you agree to pay the applicable Deductible, plus the costs of any parts should You request WCCTV to repair the Equipment and WCCTV agrees to make such repairs.

Territory

5.1 The ESA applies to Equipment sold to You, and located in, the Service Area.

Assignment

6.1 The ESA is for the sole benefit of You and may not be assigned to a third-party without the express written consent of WCCTV.

Optional; Not Insurance

7.1 The ESA is optional. The Limited Warranty will apply in accordance with its terms, regardless of whether or not an ESA is purchased. The ESA is not an insurance policy. The ESA is not intended to be offered in any state or jurisdiction where such an offering is not authorized or is unlawful under applicable law and any such offering is void. Any provision of the ESA that is unenforceable under applicable law is excluded and the remaining provisions should be enforced without the unenforceable provision.

Notice

8.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 851 International Parkway, Suite 140, Richardson, TX, 75081

8.2 Any notice to You is sufficient if sent via first class mail to the address provided by You upon ordering the Equipment or an email address provided by You.

Applicable Law

9.1 These ESA Terms shall be deemed entered into in Dallas County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these ESA Terms are subject to applicable foreign, federal and state laws and tariffs.

General

10.1 These ESA Terms can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon You upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to You via email or any other method to the billing address supplied by You when placing the order.

10.2 The headings in these ESA Terms are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

10.3 No waiver by WCCTV of any breach of these ESA Terms shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

10.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys' fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV's rights hereunder.

10.5 Your rights and obligations under these ESA Terms cannot be assigned or transferred by You, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These ESA Terms constitute the entire agreement between WCCTV and You; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

10.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV's monitoring and recording of information concerning Your usage and the Service and consents to WCCTV's use of telephone, facsimile and email to contact You.

10.7 If the performance of any part of these ESA Terms by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

10.8 WCCTV may assign all or part of its rights or duties under the ESA Terms without the notice to You, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the ESA Terms without WCCTV's prior written consent. Subject to these restrictions, the ESA Terms will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

10.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.

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:
2025-1384316

Date Filed:
11/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Wireless CCTV
Richardson, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-086
750W Solar Surveillance System 2-PTZ Cameras, 1-Voice Down, Stellifii platform

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 3rd day of November (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

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Wireless CCTV
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Williamson County Sheriff

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2026-086
750W Solar Surveillance System 2-PTZ Cameras, 1-Voice Down, Stellifii platform

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 **21.**

Meeting Date: 11/18/2025

Approval of Addendum of Terms and Conditions #2026-064 with CARFAX, Inc. for use of CARFAX for Police by the Williamson County Sheriff's Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Addendum to CARFAX Terms and Conditions and use of CARFAX for Police as an investigative resource tool for the Williamson County Sheriff's Department at no cost to the county, and authorizing the execution of the agreement.

Background

The Williamson County Sheriff's Office is requesting approval to utilize CARFAX for Police as an investigative and research tool. This platform provides law enforcement agencies with access to comprehensive vehicle history reports, crash data, and related information to support investigations, enhance case efficiency, and improve the accuracy of vehicle-related research. Use of CARFAX for Police will assist deputies and investigators in identifying vehicles involved in criminal activity, locating potential suspects, and verifying information during ongoing investigations. The system integrates securely with existing law enforcement databases and tools, ensuring compliance with data security and privacy standards. The use of CARFAX will be for a term of one (1) year and will auto-renew for a term of one (1) year. There is no cost to the County for participation in this program. This request has been reviewed and approved by Contract Audit, General Counsel, Risk Management, and Information Services. Origination #3939. The department's Point of Contact is Mary Johnson. S&P Global, the parent company of CARFAX, is publicly traded. Therefore, a Form 1295 is not needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum to CarFax Terms and Conditions Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:38 PM
Form Started By: Sandra Malcolm		Started On: 10/17/2025 04:28 PM
Final Approval Date: 11/10/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE CARFAX FOR POLICE TERMS AND CONDITIONS

The underlying County Addendum (the "Addendum") to the CARFAX for Police Terms and Conditions ("Agreement"), between CARFAX, Inc. ("CARFAX") and Williamson County, Texas on behalf of the Williamson County Sheriff's Office ("Agency" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum 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, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

   - This Addendum and
   - CARFAX for Police Terms and Conditions;

2. **No Indemnification by The County.** CARFAX acknowledges and agrees that under the Constitution and the laws of the State of Texas, The County cannot enter into an agreement whereby The County agrees to indemnify or hold harmless any other party, including but not limited to CARFAX; therefore, all references of any in this Agreement to The County indemnifying, holding or saving harmless any other party, including but not limited to CARFAX, 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 either 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. **Media Releases:** CARFAX 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.

5. **Confidentiality:** CARFAX 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.

6. **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 under the laws of the State of Texas and of the United States.

7. **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.

8. **Public Information:** CARFAX 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.

9. **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.

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

CARFAX, INC.

By: _____

Printed Name: Michael Irvine

Title: General Manager, CARFAX for Police

Date: October 31, 2025

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: County Judge/Presiding Officer

Date: _____, 20____

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 03 2025 **Time:** 8:53 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 03 2025 Time: 10:59 am

CARFAXFORPOLICE.COM

ENROLLMENT FORM FOR LAW ENFORCEMENT

Official Agency Name (*must provide FULL name*) ("Agency"): Williamson County Sheriff's Office

Agency ORI Number: [redacted]

Name: _____ Number of Sworn Officers: [redacted]

Address: [redacted] City: [redacted]

County: _____ State: [redacted] Zip: [redacted]

Total Number of Motor Vehicle Crash Reports Written Last Year: [redacted]

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service ☐ Yes ☐ No

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Send completed form to: [redacted] **EMAIL:** [redacted]

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions (the "Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by Agency, and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the "Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's participation in the CARFAX® For Police Program (the "Program").

1. Definitions.

1.1 "Agency Crash Report" is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 "Alternative Vehicle History Provider" is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX.

1.3 Applicable Laws" are defined as any and all applicable U.S. and Canadian federal, state, local, or provincial/territorial laws (statutory, common or otherwise), rules, orders, regulations, requirements, guidance, executive orders, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental regulator or self-regulatory body.

1.4 "Crash Data" is defined as all Agency Crash Reports and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information) that are: (a) provided by or on behalf of Agency to CARFAX under this Agreement, (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services, and/or (c) otherwise received by CARFAX under this Agreement.

1.5 "DPPA" is defined as the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.6 "DPPA Permissible Use" is defined as a permissible use set forth in the DPPA.

1.7 "Driver Exchange Information" is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.8 "Driver Exchange Service" is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents.

1.9 "Effective Date" is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.10 "Intellectual Property" is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.11 "Investigative Tools" is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.12 "Law Enforcement Database" is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.13 "Law Enforcement Information" is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law enforcement agencies (including but not limited to all data and information contained therein or derived therefrom).

1.14 "PII" is defined as information identifying an individual that is included in any motor vehicle crash or other incident report, such as first and last name of an involved party, date of birth, and driver's license number.

1.15 "Process", "Processing" or "Processed" is defined as any operation or set of operations performed, whether by manual or automated means, on PII or on sets of PII, such as collection, use, sale, sharing, retention, storage, disclosure, analysis, deletion, or modification of PII.

1.16 "Services" is defined as the Investigative Tools, the Driver Exchange Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.17 "VH Tools" is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.18 "VHDB" is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

2. Services.

2.1 Investigative Tools. If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency's use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency's use in law enforcement investigations. To the extent "personal information" (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the Investigative Tools for any Prohibited Purposes (as defined below).

2.2 Driver Exchange Service. If Agency elects to use the Driver Exchange Service (when available), CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident, and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to act as Agency's service provider to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 Agency Account. Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the "Agency Account"). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.4 Restrictions on Access and Use of CARFAX Services. Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with Applicable Laws); (b) allow any third party (excluding individuals who use the Driver Exchange Service (or their representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any Applicable Laws; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete, damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services,

including but not limited to the use of "bots" or "spiders," is strictly prohibited. Without limiting CARFAX's other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency's access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.5 Certifications. Agency hereby represents, warrants, and certifies to CARFAX that any and all of the data or information that Agency and employees of Agency obtain through or derive from the Investigative Tools shall: (a) not be used for civil immigration purposes; (b) not knowingly be disseminated to any third party for any purpose related to civil immigration enforcement; (c) not be used to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity, including, but not limited to, immigration enforcement, divorce disputes, and matchmaking services; or (d) not be used or disclosed in violation of any Applicable Laws (each of the foregoing shall be collectively referred to as "Prohibited Purposes").

2.6 Agency Applications. If Agency elects to integrate access to the Services through one or more of its applications and/or websites, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license during the Term to integrate access to the Services through one or more Agency applications and/or websites that are pre-approved by CARFAX in writing (e-mail acceptable) (each, an "Approved Agency Application") for use only by authorized employees of Agency (each, an "Authorized User") in accordance with this Agreement. Agency shall obtain CARFAX's prior written approval of the initial content, format, look and feel and the entire viewing process and experience ("User Experience") for an Authorized User to access the Services through the applicable Approved Agency Application. Thereafter, Agency may make changes to the User Experience, provided that Agency shall obtain CARFAX's prior written approval of any material changes to the User Experience. Agency will integrate one or more URL links designated by CARFAX (collectively, the "URL Link") into the Approved Agency Application in a manner mutually agreed upon by the parties in writing, which URL Link will direct an Authorized User: (a) to the Services if such Authorized User has an existing username and password to gain access to the Agency Account or (b) a landing page where such Authorized User can activate a username and password to gain access to the Agency Account if such Authorized User does not have an existing one.

3. Agency's Security Obligations.

3.1 Security of Law Enforcement Information. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include PII. Agency must protect against any unauthorized access to, and/or any unauthorized disclosure or use of, the Law Enforcement Information. Agency shall keep the Law Enforcement Information confidential and secure, including but not limited to by: (a) restricting access to the Law Enforcement Information to authorized employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and the Law Enforcement Information are accessed solely for law enforcement investigations as permitted under this Agreement; and (c) implementing and maintaining a comprehensive information security program that, at a minimum, meets all requirements of Applicable Laws regulating the Processing and/or security of PII, including implementing and maintaining applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of the data contained in the Law Enforcement Information.

3.2 Security Incident. In the event of any actual or reasonably suspected unauthorized access to, and/or unauthorized disclosure or use of, any PII contained in the Law Enforcement Information that is caused by any acts or omissions of Agency or any of Agency's officers, employees, or agents (collectively, "Agency Incident"), Agency shall promptly notify CARFAX of such Agency Incident and shall fully cooperate with CARFAX in investigating such Agency Incident and preventing the recurrence of an Agency Incident. In connection with an Agency Incident, Agency shall be responsible for, and shall bear all costs associated with, complying with the legal and regulatory obligations arising under any Applicable Laws. Without CARFAX's prior written consent, Agency shall not reference CARFAX, the Program or any of the Services in connection with any Agency Incident, including but not limited to in any notices to (a) the individuals whose information is the subject of an Agency Incident or (b) any regulatory entities, credit reporting agencies or other parties.

4. Provision of Crash Data. Agency hereby provides (or authorizes its third party service provider to provide) to CARFAX all Agency Crash Reports and Crash Data (as applicable). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Crash Data as soon as reasonably possible after such request.

5. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the "Crash Data Restrictions"). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency's behalf) (each, a "Crash Data Recipient") shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX's request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

6. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. Each party hereby grants to the other party a nonexclusive, nontransferable, revocable right to use such of its trademarks, service marks, logos and trade names and other designations that are provided by the granting party to the other party (collectively, the "Marks") for the sole purpose of performing such party's obligations and exercising such party's rights under this Agreement. Each party represents and warrants that it has all necessary right, title, interest, and/or license in and to its Marks to grant to the other party the license to use its Marks as provided herein.

7. CARFAX's Obligations as Service Provider. Agency agrees that, in connection with the applicable Services, CARFAX is acting as Agency's service provider for purposes of Processing of any PII contained in the Crash Data (collectively, "Agency PII"). To the extent that the disclosure and use of Agency PII is subject to the DPPA, CARFAX shall only release such Agency PII upon certification by the requester that the requester is a party involved in the motor vehicle crash or incident or has a DPPA Permissible Use. CARFAX shall implement and maintain applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of Agency PII. The parties agree that provision of the Agency PII to CARFAX is not a sale, as such term is defined by Applicable Laws (by way of example but not limitation, "sale" under California law includes the exchange of data for non-monetary consideration), of Agency PII to CARFAX, but is provided solely for purposes of CARFAX providing the applicable Services. Without limiting the generality of the foregoing, the parties agree that CARFAX shall not Process any Agency PII for any purpose other than for the purposes expressly permitted in this Agreement or otherwise permitted by Applicable Laws. Except to the extent permitted by or required to comply with Applicable Laws, CARFAX may not combine Agency PII with PII that it receives from or on behalf of any other person or entity or collects from its own interactions with any consumer. CARFAX certifies that it understands the restrictions in this Section 7 and shall comply with them. CARFAX will delete any Agency PII Processed by CARFAX within forty-five (45) days after its receipt of a written request for deletion of such

Agency PII from Agency unless CARFAX is required, or it is reasonably necessary for CARFAX, to maintain such information.

8. Disclaimers. Agency acknowledges that CARFAX collects data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the Investigative Tools, and CARFAX will have no liability for errors or omissions with respect to the Investigative Tools. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability; Indemnification. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of CARFAX under this Agreement will not exceed $1,000, and such amount will be Agency's exclusive remedy. Except to the extent prohibited by Applicable Laws, Agency shall indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents (collectively, the "CARFAX Indemnitees") harmless from any claims, suits, actions, investigations, damages, judgments, losses, settlements, penalties, fines, costs and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, "Damages") that CARFAX Indemnitees may incur or become liable for, solely to the extent and proportion such Damages arise from: (a) Agency's failure to comply with any Applicable Laws, (b) Agency's use of the Services, (c) Agency's breach of this Agreement, or (d) any third-party claim arising out of an Agency Incident.

10. Term and Termination.

10.1 Term. The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the "Term").

10.2 Termination; Survival. Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days' prior written notice to CARFAX. Any termination of Agency's access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. CARFAX may terminate this Agreement and/or any Service immediately upon written notice if Agency breaches any provision of this Agreement. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX may continue to use the Crash Data already acquired under this Agreement. Upon any expiration or termination of this Agreement, Agency shall cease accessing the Services. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 10.2 and Sections 2.6(a), 2.7, 3, 6, 8, 9, and 11.

11. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency's continued use of any of the Services will be deemed acceptance thereof. Each party shall comply with all Applicable Laws with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a recognized electronic signature service, shall be legally binding and enforceable.

Commissioners Court - Regular Session **22.**

Meeting Date: 11/18/2025

Approval of Memorandum of Understanding (MOU) #2026-067 with Texas A&M Engineering Extension Service (TEEX) for the Williamson County Sheriff's Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on the Addendum and Agreement #2026-067, a Memorandum of Understanding (MOU) between Williamson County Sheriff's Office and Texas A&M Engineering Extension Service (TEEX) for use of the TEEX RELLIS campus facilities and training assets located at 200 Technology Way, College Station, Texas, 77845, with a budgeted amount of $3,800.00 for training, and authorizing the execution of the agreement.

Background

This Memorandum of Understanding (MOU) establishes the terms under which the Williamson County Sheriff's Office (WCSO) will be granted access to the TEEX RELLIS Training Center located in College Station, Texas. The agreement with TEEX provides WCSO with access to specialized training facilities and resources to support law enforcement operations and professional development, and readiness. Currently, the WCSO uses the drive track at TEEX for our Emergency Vehicle Operation Course (EVOC) Training. The MOU will remain in place for a one-year term starting on the day of execution. Even though no funds are being requested at this time, the WCSO has budgeted approximately $3,800.00 for related training expenses to be paid from funding line 01.0100.0560.004232 for FY26. Origination #4158. Form 1295 is not required as this agreement is with a governmental entity. The department's point of contact is Starla Hall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TEEX Addendum REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:38 PM
Form Started By: Sandra Malcolm		Started On: 10/20/2025 02:47 PM
Final Approval Date: 11/10/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM No. 1
WITH
TEXAS A&M ENGINEERING EXTENSION SERVICE
(TEEX Contract #[redacted]

The underlying Memorandum of Understanding and its Amendments (if any) (Collectively the "Agreement") regarding TEEX Contract #[redacted] between **Texas A&M Engineering Extension Service** ("TEEX") and **Williamson County, Texas** ("Customer") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

    A. This Williamson County Addendum No. 1;
    B. TEEX's Memorandum of Understanding and
    C. TEEX's Facility Use Fees FY26;

2. **Termination for Convenience.** Subscriber may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to TEEX. In the event of such termination, it is understood and agreed that only the amounts due to TEEX for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Subscriber's termination of this Agreement for convenience.

3. **Indemnification.** Each Party acknowledges and agrees that under the Constitution and the laws of the State of Texas, neither party can enter into an agreement whereby either party agrees to indemnify or hold harmless any other party; therefore, all references of any in this

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Agreement to either party indemnifying, holding or saving harmless any other party, for any reason whatsoever are hereby deemed void and deleted.

4. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Parties does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

7. **Non-Appropriation and Fiscal Funding.** The obligations of Subscriber under this Agreement do not constitute a general obligation or indebtedness of Subscriber for which Subscriber is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Subscriber's fiscal year if the governing body of Subscriber does not appropriate sufficient funds as determined by Subscriber's budget for the fiscal year in question. Subscriber may effect such termination by giving written notice of termination to TEEX at the end of its then-current fiscal year to be effective as of the last day of Subscriber's fiscal year. For purposes of this Agreement, the Subscriber 's fiscal year shall be October 1st to September 30th.

8. **Payment, Interest and Late Payments.** Subscriber's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Subscriber receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Subscriber in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Subscriber's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one

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

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Customer shall be excess and not contribute with it. TEEX shall furnish Customer with a certification of coverage issued by the insurer. TEEX shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, TEEX shall also notify Customer, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

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

11. **Sales and Use Tax Exemption.** Subscriber is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Subscriber. Exemption certificates will be provided to contractors and suppliers upon request.

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

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Subscriber by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

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

Texas A&M Engineering Extension Service	**Williamson County, Texas**
RMK By: Brian Stipe (Oct 31, 2025 15:35:19 CDT)	By: _____
Printed Name: Brian Stipe	Printed Name: _____
Title: Assistant CFO	Title: As Presiding Officer, Williamson Commissioners Court
Date: 10/31/2025 ____, 20____	Date: _____ ____, 20___

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 03 2025 **Time:** 11:42 am

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Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 03 2025 Time: 3:52 pm

TEXAS A&M ENGINEERING TEEX EXTENSION SERVICE

TEEX Contract # 4[redacted]

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into by and between Williamson County, on behalf of the Williamson County Sheriff's Office, ("Customer") whose address is 508 S. Rock Street, Georgetown, TX 78626, and the Texas A&M Engineering Extension Service ("TEEX"), a state agency and a member of The Texas A&M University System, whose address is 200 Technology Way, College Station, Texas 77845, (each of the forgoing is individually referred to as "Party" or collectively as "Parties") for the following effort:

I. **STATEMENT OF WORK:** Both Parties agree to work cooperatively to establish a facility use agreement outlined in ATTACHMENT A.

II. **RESPONSIBILITIES:**

A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**
1. SEE ATTACHMENT A

B. **Williamson County on behalf of the Williamson County Sheriff's Office will:**
1. SEE ATTACHMENT A

III. **TERMS OF AGREEMENT.** This MOU shall begin as of the date of the last signature and terminate one year as of the date of the last signature, unless terminated by either Party. No monetary payment is due under this MOU.

If this MOU is not signed by all Parties and returned to both Parties within sixty (60) days of the date of the first signature below, then this MOU will be null and void and of no further effect.

IV. **GOVERNING LAW.** This MOU is to be construed in accordance with, and governed by, the laws of the State of Texas.

V. **VENUE.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TEEX is to be in the county in which the principal office of TEEX's governing officer is located.

VI. **AUTHORITY TO CONTRACT.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.

VII. **EXPORT CONTROLS.** TEEX is subject to United States laws and regulations controlling the export of technical data, computer software, and other commodities, and its obligations under this MOU are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by Customer that Customer will not export data or commodities to certain countries without advance approval of that agency. TEEX neither represents that a license will not be required nor that, if required, it will be issued. Customer shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. If Customer discloses to TEEX any subject technology that is subject to export control, Customer shall alert TEEX in writing before disclosure, at which time TEEX shall advise Customer if TEEX desires to take receipt of the export-controlled materials.

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VIII. **EXPORT COMPLIANCE.** Customer certifies that none of its Representatives participating in the facilities use is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. However, Customer shall provide TEEX with names and citizenship information for all of Customer's Representatives participating in the facilities use for purposes of additional due diligence.

IX. **NOTICES.** All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.

X. **INDEPENDENT CONTRACTOR.** TEEX is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the Customer. TEEX employees are not employees of the Customer, and neither TEEX nor Customer's personnel will, by virtue of this MOU, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.

XI. **PUBLICITY.** Neither Party to this MOU may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX may include the Customer's name, project title, and total MOU value in internal and external reports of awards received. Additionally, Customer acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU.

XII. **TERMINATION.** Both Parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objectives of this MOU cannot be accomplished. A Party wishing to terminate this MOU must notify the other Party in writing thirty (30) days in advance. Termination of this MOU for any reason, does not relieve either Party of the obligations incurred prior to the termination.

XIII. **NON-ASSIGNMENT.** Customer shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TEEX.

XIV. **SAVINGS CLAUSE.** In the event that any provision of this MOU is held unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect.

XV. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

XVI. **FORCE MAJEURE.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

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XVII. GENERAL PROVISIONS:

a. TEEX is an agency of the State of Texas and nothing in this MOU waives or relinquishes TEEX's right to claim any exemptions, privileges, or immunities as may be provided by law.

b. A Party's failure to enforce a provision of this MOU does not waive that that Party's ability to enforce such provision in any subsequent occurrence.

c. If Customer is a business entity, Customer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Customer has been duly authorized to act for and bind Customer.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.

Williamson County on behalf of the Williamson County Sheriff's Office:		**Texas A&M Engineering Extension Service:**	
By:	_____	By:	RMK Brian Stipe Brian Stipe (Oct 16, 2025 02:33:46 CDT)
Name:	_____	Name:	Brian Stipe
Title:	_____	Title:	Assistant Chief Financial Officer
Date:	_____	Date:	10/16/2025

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TEXAS A&M ENGINEERING TEEX EXTENSION SERVICE

LAW ENFORCEMENT & PROTECTIVE SERVICES
200 Technology Way | College Station, TX 77845-3424
P.O. Box 40006 | College Station, TX 77842-4006

www.teex.org

TEEX CONTRACT# [redacted]

ATTACHMENT A

I. **STATEMENT OF WORK**: Both Parties agree to work cooperatively to establish a facility use agreement that meets mandated Texas Commission on Law Enforcement (TCOLE) requirements for a training provider.

II. **RESPONSIBILITIES:**

A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**

1. Provide Customer access to the TEEX RELLIS Campus facilities and training assets (including but not limited to emergency vehicle driving track, firearm ranges, shoot house, prop house, UXO grid, UXO demolition range, breaching range, gym, running track, classrooms, and squad vehicles).
2. Provide safety training to ensure the safe and efficient operation of TEEX training assets for Customer personnel assigned to facilitate training exercises. Detailed lead instructor training requirements are included here as ATTACHMENT C.
3. Ensure properly trained lead instructors sign a TEEX RELLIS Campus Facility Use Acknowledgement on an annual basis. Included here as ATTACHMENT B.
4. Provide TEEX training asset rules, policies, and procedures for review by the Customer.
5. Provide TEEX-RELLIS Campus Facility Use Instructor Requirements for review by the customer.

B. **Williamson County on behalf of the Williamson COSO will:**

1. Be responsible for all use fees associated with access to TEEX training assets (including but not limited to emergency vehicle driving track, firearms ranges, shoot house, prop house, UXO grid, UXO demolition range, breaching range, gym, running track, classrooms, and squad vehicles). Payment for such fees can be made in the form of a purchase order, fully executed TEEX agreement, or credit card payment. If paying via purchase order, please note that none of the terms and conditions printed or otherwise appearing on or relating to such form shall be applicable except to the extent that it specifies information required to be furnished by either Party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

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2. Provide properly trained lead instructors and/or staff to supervise all activities conducted during prearranged use of TEEX training assets. Detailed lead instructor training requirements are included as ATTACHMENT C.
3. Ensure properly trained lead instructors sign a TEEX – RELLIS Campus Acknowledgement of Facility Use Requirements on an annual basis. Included in ATTACHMENT B.
4. Ensure all departmental participants adhere to TEEX – RELLIS Campus Use Requirements. A copy of this document is available on request
5. Be responsible for any costs related to repair damage/cleanup costs caused during TEEX training asset usage.
6. Defend, protect, indemnify and hold TEEX, its officers, employees, and agents harmless from and against any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out f or in any way connected with User's use of the Facilities, including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons with the exception of those liabilities, losses, expenses, attorneys' fees or claims for injury and damages arising from the sole negligence of the TEEX, its officers, agents, or employees.

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TEXAS A&M ENGINEERING TEEX EXTENSION SERVICE

LAW ENFORCEMENT & PROTECTIVE SERVICES
200 Technology Way | College Station, TX 77845-3424
P.O. Box 40006 | College Station, TX 77842-4006

www.teex.org

TEEX CONTRACT# [redacted]

ATTACHMENT B

TEEX – RELLIS Campus
Instructor's Acknowledgment of Facility Use Responsibilities

Consistent with, and in furtherance of, the Memorandum of Understanding between my agency and TEEX governing my agency's use of TEEX training sites, I, the undersigned instructor, acknowledge my responsibilities detailed in this document as they relate to my agency's employees', agents', and/or invitees' use of the following TEEX training sites located on the RELLIS Campus, in Bryan Texas:

- ☐ Simulation prop houses
- ☐ Firearms ranges
- ☐ Shoot house
- ☐ Vehicle driving track
- ☐ Squad cars
- ☐ Classrooms
- ☐ UXO search grid
- ☐ UXO demolition range
- ☐ Breaching range
- ☐ Wiatt gymnasium
- ☐ Running track

As my agency's representative, I am responsible for ensuring that I, and the participants for which I am responsible:

1. Are adequately trained, equipped, and physically fit to safely use the facility;
2. Have received a safety briefing relevant to the type of training being conducted prior to training;
3. Have read and agreed to comply with rules and safety protocols for the facility;
4. Do not use the facility until all questions concerning safe facility use are answered;
5. Do not damage, mar, or deface the facility or permit others to do so;
6. Do not place permanent or temporary paint, chalk, or marks of any kind on or around the driving track unless expressed approval has been granted by TEEX;
7. All drone usage for any reason is prohibited, without prior approval from RELLIS Operations and TEEX/LAW Staff.
8. Operate all equipment in a safe and professional manner, in accordance with the operating instructions and TEEX rules;
9. Ensure all equipment used was returned to original status.
10. Ensure all trash is picked up and disposed of properly.
11. Do not photograph or record research or testing activities on the RELLIS Campus; and
12. Obey all RELLIS Campus posted speed limits and other traffic control devices.

REVIEWED BY TEEX CONTRACT SERVICES

Furthermore, I understand that my continued use of the facility after receiving the safety briefing and instruction demonstrates my understanding that engaging in training activities may result in exposure of myself and my training participants to hazards or risks, and that those hazards and risks cannot be eliminated without compromising the essential qualities of the training activities.

This acknowledgment expires at midnight on (ENTER CONTRACTS END DATE).

Instructor Name: _____ Agency: _____

Signature: _____ Cell Phone: _____

Title: _____ Date: _____

REVIEWED BY TEEX CONTRACT SERVICES

TEXAS A&M ENGINEERING TEEX EXTENSION SERVICE

LAW ENFORCEMENT & PROTECTIVE SERVICES
200 Technology Way | College Station, TX 77845-3424
P.O. Box 40006 | College Station, TX 77842-4006

www.teex.org

TEEX CONTRACT# [redacted]

ATTACHMENT C

TEEX – RELLIS Campus Facility Use Instructor Requirements

Each group must have at least one person in attendance during the technical assistance that holds the following certifications:

Drive Track
- Completed LET515 or LET516

Firing Range, Secondary Range
- Completed LET575 (Firearms Instructor course) OR present a firearms instructor certificate
- Completed LET577 (Firearms Rangemaster Training course)
- Letter from Agency stating that they are the Designated Firearms Proficiency Officer

Rifle Range
- Completed LET576 (Rifle Instructor course) OR present a rifle instructor certificate
- Completed LET577 (Firearms Rangemaster Training course)
- Letter from Agency stating that they are the Designated Rifle Proficiency Officer

Shoot House
- Completed LET575 (Firearms Instructor course) OR present a firearms instructor certificate
- Completed LET705 (Reality Based Training Instructor course) OR present a reality-based training instructor certificate
- Completed LET577 (Firearms Rangemaster Training course)

UXO Grid, UXO Demolition Range, Breaching Range
- Completed UXO202 (Demolition Range Supervisor course)

Wyatt Building (Gym)
- Completed LET652, 654, 658, 700, 648,671,673, or 705

Squad Vehicles
- Driver's License

Updated 06 16 25

REVIEWED BY TEEX CONTRACT SERVICES

TEXAS A&M ENGINEERING TEEX EXTENSION SERVICE

LAW ENFORCEMENT & PROTECTIVE SERVICES
200 Technology Way | College Station, TX 77845-3424
P.O. Box 40006 | College Station, TX 77842-4006

www.teex.org

Facility Use Fees FY26

Effective September 1, 2025, the LAW Division Facility use fees for Fiscal Year 2026 are as follows:

Course Code	Facility	Price Per Day
DTF100	Driving Track*†	$550
DTF102	Squad Cars	$350
FRF100	Firing Range†	$200
RRF100	Rifle Range†	$200
FRF200	Secondary Range†	$200
SHF100	Shoot House†	$200
PHF100	Prop House - Newer Connex Containers	$200
DRF100	UXO Demo Range*† TEEX Range Master is REQUIRED	$250
UGF100	UXO Search Grid	$200
WBF100	Wiatt Bldg.	$200
ABF101	Classroom Space A, B, C, or D	$200
Pending Setup	Non-Classroom Space PAC, Breakout Rooms, Conference Room (East or West)	$200
ABF100	Reality Based Training Prop (Building 8236)* ‡	$200
	Pitts Road House	Coming Soon!

* Must be added to the cost sheet of any class that uses the facility.

† A TEEX Certified Range Master is required. TEEX Range Masters available at $600/day; must be requested in advance; subject to availability.

‡ Additional Certification Required for Reality Based Training.

REVIEWED BY TEEX CONTRACT SERVICES

Commissioners Court - Regular Session **23.**

Meeting Date: 11/18/2025

Grant Application Request

Submitted For: Kevin Wilkie **Submitted By:** Byron Totty, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Constable Pct. 3 office to apply for a Capital Area of Governments' Solid Waste Program grant.

Background

CAPCOG uses state funds provided by the Texas Commission on Environmental Quality (TCEQ) generated from landfill tipping fees to support eligible solid waste projects within the region that help implement the regional solid waste management plan. The CAPCOG Solid Waste Program grants are estimated to provide $227,000 in pass-through funding to communities in its 10-county region for the 2026 and 2027 fiscal years to support management of municipal solid waste. Project award amounts will range between $10,000 and $40,000. This is a no-match grant, meaning Williamson County will not have to match any funds that may be awarded, that will allow our office to purchase equipment that will assist in our continuing effort to educate the public and enforce environmental laws.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CON 3 CAPCOG Grant Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/28/2025 03:35 PM
Constable Pct. 3 (Originator)	Byron Totty	11/03/2025 01:39 PM
Form Started By: Byron Totty		Started On: 10/28/2025 03:14 PM
Final Approval Date: 11/03/2025		

Grant Title/Project Name:	CAPCOG Solid Waste Program grant
Department:	Constable Pct. 3
Requestor:	Byron Totty
Contact Email:	byron.totty@wilcotx.gov
Contact Phone Number:	512-943-3669
Start Date:	1/14/2026
End Date:	1/1/2028
Please select request category:	Asset
Describe the purpose of the grant in detail to include all requirements.	CAPCOG, like other councils of governments, uses state funds provided by the Texas Commission on Environmental Quality (TCEQ) generated from landfill tipping fees to support eligible solid waste projects within the region that help implement the regional solid waste management plan. The CAPCOG Solid Waste Program grants are estimated to provide $227,000 in pass-through funding to communities in its 10-county region for the 2026 and 2027 fiscal years to support management of municipal solid waste. Project award amounts will range between $10,000 and $40,000. The local government must agree to take inventory of the cameras upon completion of the two-year term, keep inventory and track for the expected life of the camera, traditionally ~ 12.5 years (that is based upon a depreciation rate of 6.25% per year). If Williamson County Constable's Pct 3 has their own depreciation and use agreement with your cognizant funding agency, then you would follow what is approved in the Cost Allocation Plan. Williamson County Pct 3 will own the cameras outright in two years. They are deemed controlled assets and must be tracked for their useful life. As a condition of funding, TCEQ and CAPCOG require grant recipients to provide detailed reporting on the results achieved through the grant funding. For discrete activities, this will include quantities of solid waste collected or diverted within the time frame of the grant contract. For projects involving equipment or construction, this will involve a "follow-up results report" that identifies activities completed since the new capital asset was put into service, and which will be due the following year.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$20,386.77

Please provide a breakdown of the total cost above.	CAPCOG Solid Waste Grant Itemized Request 16 Reconyx Hyperfire 4K from Reconyx $7,999.84 16 Reconyx 4k Security Enclosure from Reconyx $799.84 1 Shipping/ Handling for Reconyx order $73.48 32 SanDisk 1TB Extreme Pro SD Cards from Amazon $3,840.00 16 Master Lock Heavy Duty Outdoor Padlock from Home Depot $345.28 16 Master Lock Python Cable Lock from Home Depot $436.80 15 Energizer Ultimate Lithium AA Batteries (100pk) from Amazon $2,745.00 2 Deckmate 3 1/2 in. Torx Head Wood Deck Screws (5lb.) from Home Depot $59.94 1 Milwaukee 18-Volt Compact Drill Impact Driver/Drill Combo from Home Depot $249.00 1 Milwaukee M18- 10" 18 Volt Lithium chainsaw/ hedger combo from Home Depot $549.00 8 Pelican Air 1550 Case w/ Foam from Amazon $1,799.60 1 Gorilla Ladders Alum. Multi-Position Ladder from Home Depot $239.00 1 Cabela's Treadfast 2.0 Gore-Tex Side Zip Snake Boots from Bass Pro Shops $249.99 1 Educational and Outreach Materials $1,000.00
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	The Constable's Office has a few game cameras that are of much lower quality and resolutions and are currently in use
How is this asset request different from any similar assets currently in the County and/or region?	The assets would be of higher quality and cost nothing to the county except for batteries in the future after the county assumes ownership at the end of the grant term. The request also includes Equipment used to protect the asset and get to places to properly mount and conceal the cameras from view.
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	These assets will allow us to cover more of Precinct 3 so that we may hold the people illegally dumping accountable. The cameras are surveillance type and take excellent photos of license plates and can document the act of dumping and allow better identification of perpetrators and vehicles used.
How often do these events occur?	Daily
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	1 person, already employed by the Constable's Office can check the cameras at different intervals, review pictures and videos of any dumping, move cameras as needed, and report as required. The time to set up and remove from a location is 1-2 hours, changing SD cards would take 10 minutes per camera.
Where will the asset be stored?	Pct 3 Constable's Office
What is the useful life of the asset?	According to the CAPCOG the useful life of the cameras will be 12.5 years.
Will a replacement be requested from general funds when useful life has been exhausted?	No
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	no
Does this asset require insurance coverage?	No
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	The only maintenance will be batteries after the ones from the grant have been exhausted. The estimated cost would be $183.00 per 100 pack of batteries.

How will this asset be funded when the grant ends?	The Cameras will belong to Williamson County and the batteries will be funded out of the Constable 3 Law Enforcement Equipment Line Item.
What is the impact if the grant is not received?	The impact is unknown as the Office only has a few cameras in service and at various locations. The environmental impact could be to greatly reduce the amount of illegal dumping through enforcement actions using the Cameras to identify persons and vehicles responsible. Those pictures and videos can be excellent evidence against said persons.
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If yes, how many of these similar positions exist?	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	Game cameras, associated equipment, and educational materials purchased through budget. The grant would allow for these costs and better equipment to be purchased.
How is this item request different from any similar assets currently in the County and/or region?	Better quality game/ surveillance cameras and equipment.
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This grant would increase our capabilities for multiple areas in our precinct for enforcement, along with the better quality allowing for higher probability of prosecution and/ or deterrence in an effort to save the county money from having to remediate the dump sights.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	N/A
Where will the item be stored?	Pct. 3 Constable Office
What is the useful life of the item?	5 plus years
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	Yes: Battery changes, download of SD cards, and regular cleaning that will be performed by the Environmental Deputy
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Revenue generation: Fines from any citations or fines issued by criminal courts. Expense Reduction: Reduction of Road and Bridge department cleaning up dump sites, allowing them to focus on their other office needs. The necessity to request budget dollars to slowly build a compliment of cameras that are of lower quality.
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	The only additional equipment would be batteries after the ones from the grant are used.
What is the cost and frequency to maintain/update the additional equipment?	Time and cleaning products.
What is the impact of this grant application on other internal/county departments?	If needed, we could share the asset with other Constable Offices or the Sherrif's Office if used within the confines of the grant.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	None.
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	Number of Illegal Dumping violations Location of violations Prosecution of Illegal Dumping Class of prosecution (Misdemeanor A, B, or C, or Felony)
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	10
Version	8.0
Attachments	False
Created	10/28/2025 3:55 PM
Created By	Byron Totty
Modified	11/3/2025 1:24 PM
Modified By	Byron Totty

Commissioners Court - Regular Session **24.**

Meeting Date: 11/18/2025

Approval to seek grant funding from CAPCOG for a Solid Waste Grant

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take any appropriate action to allow the Constable Pct 4 office to apply for grant funding from CAPCOG (Capital Area Council of Governments) for a Solid Waste Grant to facilitate environmental enforcement.

Background

The Constable Pct 4 office is seeking approval to apply for grant funding from CAPCOG. This grant would provide the items outlined in the attached table, titled CAPCOG Solid Waste Grant Itemized Request. All items will be used for evidence collection and the prosecution of environmental crimes. Maintenance costs associated with cameras are minimal and are predominantly for replacing batteries and SD memory cards. All maintenance costs will be covered through funds already allocated for equipment repairs. The department POC for this grant is Lt. Mike Pendley. The grant value is $23,432.04 with no matching funds required from Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY26 CAPCOG Solid Waste Grant Itemized Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/30/2025 04:27 PM
Form Started By: Brian Olson		Started On: 10/30/2025 03:31 PM
Final Approval Date: 10/30/2025		

CAPCOG Solid Waste Grant Itemized Request

Qty	Cost per	Item	Vendor
15	427.49	Reconyx 4k	Reconyx
15	47.49	Reconyx 4k security enclosure	Reconyx
1	89.48	shipping/ handling for Reconyx order	Reconyx
10	29.97	Husky Contractor Trash Bags	Home Depot
5	24.97	Husky 3/8 in Socket Set	Home Depot
15	37	Outdoor Combo Lock, 1-1/2 in. Shackle, Resettable, 2 Pack	Home Depot
40	42.99	Lexar Professional 512 g SD Cards	Staples
20	78.79	**144 ct** Duracell Procell AA Batteries	Amazon
40	185	Energizer L91 **100 ct**. AA Lithium Batteries	Amazon
7	27.97	**50 pk** 2 1/2" TimberLok 64 mm wood screws	Home Depot
2	100.87	30" FATMAX Xtreme III	Home Depot
2	169	Milwaukee 18-Volt Compact Drill Impact Driver	Home Depot
2	279	Milwaukee 18 volt 12.0 ah battery pack	Home Depot
1	129	Milwaukee 18 volt 6 port charger	Home Depot
1	558.68	Milwaukee M18- 10" 18 Volt Lithium saw/ hedger kit	Home Depot
5	18.04	Rubber Steep Ladder stabilizer	Amazon
4	151.99	12.5' A Frame Telescoping Ladder	Amazon
20	10.78	15oz Flourescent Orange inverted marking spray paint	Home Depot
4	29.99	SYITCUN Auger bit 24"	Amazon
2	64	Anker Power Banks	Amazon
2	199.99	1100 lbs Stainless Steel Portable Vet scale	Amazon
1	1000	Facebook Environmental Enforcement Program advertising	Facebook
			TOTAL

Revised 10/30/25

Total$
$ 6,412.35
$ 712.35
$ 89.48
$ 299.70
$ 124.85
$ 555.00
$ 1,719.60
$ 1,575.80
$ 7,400.00
$ 195.79
$ 201.74
$ 338.00
$ 558.00
$ 129.00
$ 558.68
$ 90.20
$ 607.96
$ 215.60
$ 119.96
$ 128.00
$ 399.98
$ 1,000.00
$ 23,432.04

Commissioners Court - Regular Session **25.**

Meeting Date: 11/18/2025

Approval of Contract #2025351 for the Purchase of File Feed Fee for Symetra Benefits Implementation with Benefitfocus for Benefits Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #2025351 for File Feed Fee for Symetra Benefits Implementation with Benefitfocus for Benefits Department in the amount of $3,500.00 and authorizing the execution of the vendor's service agreement.

Background

This is for a Service Fee of $3,500.00 to be paid to Benefitfocus, Wilco's enrollment portal, to enable them to create a file feed to be sent to Symetra, Wilco's Group Life, Voluntary Life, Short Term and Long Term Disability, Accident and Critical Illness carrier. This file feed service fee is associated with the previous award of RFP #25RFP47. Both Contract Audit and General Counsel have reviewed Origination ticket 3410. The funding source is 01.0885.0886.004208 and the point of contact is Shelley Loughery. Wilco Benefits received confirmation from Benefitfocus that they are publicly traded, therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order Form - Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 11:17 AM
Form Started By: Fernando Ramirez		Started On: 08/25/2025 09:31 AM
Final Approval Date: 11/10/2025		

Docusign Envelope ID: [redacted]

Benefitfocus®

Order Form

[redacted]

Pursuant to the terms and conditions set forth in the Client Services Agreement ("Agreement") between Benefitfocus.com, Inc. ("Benefitfocus") and Williamson County, Texas ("Client") (collectively the "Parties") and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified herein. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. CLIENT INFORMATION	
1. Client Name:	Williamson County, Texas
2. Address:	100 Wilco Way, HR101 Georgetown, Texas 78626, Georgetown, TX, 78626
3. Authorized User	N/A
4. Effective Date:	Upon date of second signature
5. Benefitfocus Contact:	Jackie Ufholz
6. Target Go-Live Date:	11-30-2025
7. Start of Subscription Term:	11-30-2025
8. End of Subscription Term:	11-29-2026
9. End of Term (Implementation Services):	To the extent Implementation Services are in scope under this Order Form, the End of Term will be the sooner of: 1) the above End of Subscription Term; or 2) the actual date upon which Benefitfocus completes the Implementation Services.
10. Client Contact (name, phone number, and email):	[redacted]
11. Invoice Contact (name, phone number, and email):	[redacted]
12. Duplicate Invoice: (Yes / N/A):	N/A
13. Duplicate Invoice Contact Information (name, phone number, and email):	N/A

II. FEES

A. **Professional Services:**

Product Name:	Invoice Frequency	Rate	Unit of Measure	Quantity	Fee
Data Exchange and Integrations - Additional Integration	OTF/Milestone	$3,500.00	Unit	1	$3,500.00
				TOTAL ONE-TIME FEES	$3,500.00

III. ORDER FORM TERMS AND CONDITIONS:

1. **One-Time fees.** Except as otherwise stated herein, the one-time fees defined herein will be invoiced upon Client's execution of this Order Form.
2. To the extent Professional/Implementation Services are in scope, Professional Services shall commence upon the Effective Date and continue until Acceptance. Acceptance procedures are as follows:

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a. Professional Services Deliverables: Each deliverable identified by Benefitfocus during implementation as Professional Services deliverables will be accepted ("Acceptance") upon the earlier of; (i) Client uses the applicable Software Services or deliverable(s) under essentially normal operating conditions in Client's production environment, or (ii) Client fails to reject the applicable Software Services within ten (10) business days of Benefitfocus' notice that the applicable Implementation Services have been completed.

b. Should Client reject a deliverable, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the deliverable to be Accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct, (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable or the Software Services; or (ii) lack of data transmission to any non-integrated carriers; or (iii) any delays caused by Client or Client's carriers or vendors.

3. Definitions (to the extent applicable to the services Client has selected):
   a. "Go-Live" is defined as the date that any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) in a production environment.
   b. An "Additional Benefitplace Data Source for Initial Load" means a third-party data source that is used to complete the initial data load of Client's employee data within *Benefitplace* during the initial *Benefitplace* implementation.
   c. A "Vendor Data Interface" means a third party or Client-supplied data file source, which may include new, historical or replacement medical claim, prescription claim, eligibility and/or ancillary data file(s).
   d. A "Benefit Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Benefit Eligible Employee (Full) and Benefit Eligible Employee (Voluntary Only).
   e. A "Benefit Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the Benefitplace.
   f. A "Non-Benefit Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the Benefitplace and is either, (i) provided access to the Employee Communication Portal component of the Benefitplace or (ii) not provided access to the Benefitplace and, if applicable, is loaded within the Benefitplace solely for the purpose of performing data transmission and/or reporting functions.
   g. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the Benefitplace that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
   h. A "HCM Integration Suite Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the Benefitplace and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the Benefitplace.
   i. A "Transmission Vendor Data Interface" means that an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable vendor system is commercially available for enablement within *Benefitplace* and will be enabled, tested, and deployed within Client's production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.
   j. A "Transmission Project Vendor Data Interface" means that the applicable vendor benefit type will be enabled as a Data Capture link; provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a Transmission Vendor Data Interface.
4. Any term used in this Order Form that is not defined herein shall have the same meaning ascribed to such term in the Agreement.
5. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad and/or onshore. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.
6. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.
7. To the extent Client has selected for Benefitfocus to send a duplicate invoice in this Order Form, then, as a courtesy and convenience to Client, Benefitfocus agrees to provide a duplicate invoice, to make limited attempts to collect amounts due hereunder, and to accept payment under this Order Form. Such duplicate invoice shall not constitute a waiver of Client's obligation to pay for the Services and in the event of non-payment, Client shall remain liable for all amounts due hereunder.

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Benefitfocus®	Order Form

IN WITNESS WHEREOF, the Parties have caused this Order Form to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

By: DocuSigned by: Suzan LoCascio 64FA4CA92CE5447...

Print: Suzan LoCascio

Title: Suzan LoCascio - AVP BU Controller

Date: October 16, 2025

Williamson County, Texas

By: _____

Print: _____

Title: _____

Date: _____

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Appendix

This Appendix defines a high-level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus. To the extent applicable, detailed functionality for the Software Services, subject to warranty claims, is defined in applicable documentation.

I. BENEFITFOCUS SHALL PROVIDE THE BELOW DATA LINKS AND TYPES AS DESCRIBED HEREIN.

A. Client Carriers:

1. Client agrees that links to carriers and benefit providers require the cooperation and consent of Client's carriers, and such carriers may grant or withhold consent in their sole discretion, and which are further subject to the Benefitfocus integration schedule. Benefitfocus shall utilize commercially reasonable efforts to make such connections, but shall not be liable for any failure by the carrier or benefit provider to permit such connection, and unless specifically stated herein Benefitfocus does not warrant any date or availability for such connections.

DATA EXCHANGE AND INTEGRATIONS:					
Data Integration	**Insurance Carrier**	**Type of Benefit**	**Carrier Contact (name, phone email)**	**Type**	**If Replacing, provide Carrier being replaced**
Replace	Symetra	Accident, CI, CI - Spouse	Tanya Ring, 999-999-9999, tanya.ring@symetra.com	Integrated Project	Aflac

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Commissioners Court - Regular Session **26.**

Meeting Date: 11/18/2025

Proposed AHA fee schedule for FY26

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

Department: EMS

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a proposed fee schedule increase for American Heart Association training materials.

Background

Each year, the American Heart Association increases the cost of its eCards, books, and related materials. Once the AHA price increases are posted, the Williamson County EMS Outreach Education team reviews and updates the fee schedule to ensure that course fees accurately reflect the up-front expenditures associated with hosting each class. The updated fee schedule is included for review, consideration, and action.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

file:///C:/Users/jgonzales/OneDrive%20-%20Williamson%20County/Desktop/FY26%20AHA%20Pricing%20Request.pd

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:41 PM
Form Started By: John Gonzales		Started On: 11/10/2025 12:53 PM
Final Approval Date: 11/10/2025		

Course Title	Approximate Course Time	**Per Student Charge** (includes books and materials)
HEART SAVER ILT & SKILLS SESSIONS		
Heartsaver CPR AED (Adult and Child)	2.25 hours	$32.00
Heartsaver CPR AED (Adult, Child and Infant)	3.0 hours	$33.00
Heartsaver First Aid	3.5 hours	$29.00
Heartsaver First Aid / CPR AED (Adult and Child)(HS Total)	6.0 hours	$35.00
Heartsaver First Aid / CPR AED (Adult, Child and Infant)(HS Total)	6.5 hours	$36.00
Heartsaver CPR AED **Skills Session** w/o infant	1.0 hours	$27.00
Heartsaver CPR AED Skills Session w/ infant	1.5 hours	$28.00
Heartsaver First Aid **Skills Session**	0.50 hours	$25.00
Heartsaver First Aid / CPR AED **Skills Session**	2.25 hours	$33.00
Heartsaver Pediatric First Aid CPR AED (Adult, Child and Infant) (HSTotal)	**6.0 hours**	**$35.00**
Heartsaver Pediatric First Aid CPR AED **Skills Session** (Adult, Child and Infant)	**6.5 hours**	**$36.00**
BLS PROVIDER		
BLS Provider (Initial Course)	4.25 hours	$36.00
BLS Renewal	3 hours	$16.00
HeartCode BLS Skills Session	2.5 hours	$16.00
INSTRUCTOR COURSES		
BLS Instructor Course	8 hours	$228
Instructor Monitoring for renewal		$20.00
COURSE CARDS & BOOKS	**COST / FEE**	
Heartsaver	$18.75 ea	
Heartsaver K-12	$2.85 ea	
BLS Provider	$3.50 ea.	
BLS Instructor	$3.75 ea	
Heartsaver CPR AED Book	$4.50 ea	
Heartsaver First Aid Book	$4.50 ea	
Heartsaver First Aid CPR AED Book	$4.50 ea	
Heartsaver Pediatric First Aid CPR and AED Book	$4.50 ea	
BLS Provider Book	$18.75 ea	
EQUIPMENT RENTAL / OTHER FEES		
Manikin Rental Fee	$17.50/day/manikin	
AED Trainer Rental	$12.50/day/unit	
First Aid Supplies (per student)	$3.00/day	
Off-site training fee	$25.00/inst./class	
Cancellation Fee (group class cancelled <5 days prior)	$20.00	
Instructor Manual Rental	$10.00/day	
DVD Rental Fee	$12.00/day	

Commissioners Court - Regular Session **27.**

Meeting Date: 11/18/2025

Approval of Agreement for Goods and Services Contract #2026-089 for Office Cubicles with Facilities Resource, Inc. for Emergency Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Agreement for Goods and Services Contract #2026-089 with Facilities Resource Inc. for Office Cubicles, pursuant to OMNIA Contracts #R240117 (HON) and #R22101 (Fellowes) for Emergency Management, in the amount of $49,069.77 and authorize execution of this agreement.

Background

This Agreement for Goods and Services Contract #2026-089, attached, is between Williamson County and Facilities Resource Inc. for Office Cubicles through OMNIA Contracts #R240117 (HON) and R22101 (Fellowes) for Emergency Management located at 911 Tracy Chambers Road, Georgetown, Texas 78626. The funding Source is 01.0100.0541.005750. The Origination ID #4180 and the Point of Contact is Demaris Morales.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Facilities Resource Contract REDACTED

1295 Form Facilities Resource Inc REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:05 PM
Form Started By: Vickie Johnson		Started On: 10/30/2025 08:53 AM
Final Approval Date: 11/10/2025		

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

I.

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

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

II.

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

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before March 01, 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 OMNIA R240117 (HON), incorporated by reference. The not-to-exceed amount shall be Forty-Nine Thousand Two Hundred ($49,200.00) for the life of this contract.

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

The County is a political subdivision under the laws of the State of Texas and claims

exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

V.

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

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

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

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

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must

provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

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

VI.

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

VII.

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

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR

WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. Quote #[redacted] marked **Exhibit "A"**;
B. COOP Contract OMNIA R240117 (HON), incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Addendums agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

Judge Steven Snell
County Judge

Date: _____,20__

FACILITIES RESOURCE, INC.:

Margaret Teinert Ross
Authorized Signature

Margaret Teinert Ross / Owner
Printed Name

Date: October 28, , 20 25Type text here

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 29 2025 Time: 3:46 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 29 2025 Time: 8:57 am

Exhibit "A"
Facilities Resource Quote #[redacted]

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

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

BILL TO: Type text here	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
[redacted]		[redacted]

SUMMARY INFORMATION
HON OMNIA Contract R240117 Fellowes OMNIA Contract #R221001

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
1	3.00	The HON Company HCTL241L $(P1) .P8T Left-hand Cantilever 24"D $(P1) = Select P1 Paint (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $67.00 -- CONTRACT: R240117	$ 21.51	$ 64.53
2	3.00	The HON Company HCTL241R $(P1) .P8T Right-hand Cantilever 24"D $(P1) = Select P1 Paint (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $67.00 -- CONTRACT: R240117	$ 21.51	$ 64.53
3	4.00	The HON Company HH871136 Electrical Pass-Thru Cable 36W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $192.00 -- CONTRACT: R240117	$ 61.63	$ 246.52
4	5.00	The HON Company HH871148 Electrical Pass-Thru Cable 48W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $201.00 -- CONTRACT: R240117	$ 64.52	$ 322.60
5	4.00	The HON Company HH871236 Electrical Power Harness 36W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $301.00 -- CONTRACT: R240117	$ 96.62	$ 386.48

Facilities Resource Inc.
1641 Scottsdale Drive
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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
6	4.00	The HON Company HH871248 Electrical Power Harness 48W 3-1 & 2-2 Systems -- ITEM LIST PRICE: $317.00 -- CONTRACT: R240117	$ 101.76	$ 407.04
7	12.00	The HON Company HH873501 .DW Circuit 1 .DW = Designer White (Select Color) -- ITEM LIST PRICE: $65.00 -- CONTRACT: R240117	$ 20.87	$ 250.44
8	6.00	The HON Company HH873502 .DW Circuit 2 .DW = Designer White (Select Color) -- ITEM LIST PRICE: $65.00 -- CONTRACT: R240117	$ 20.87	$ 125.22
9	2.00	The HON Company HH879072 Base In-Feed Cable Base 3-1 & 2-2 Systems -- ITEM LIST PRICE: $336.00 -- CONTRACT: R240117	$ 107.86	$ 215.72
10	6.00	The HON Company HJTRGH36 .P 36" Cable Management Tray - Black Only .P = Black (Select Paint Color) -- ITEM LIST PRICE: $126.00 -- CONTRACT: R240117	$ 40.45	$ 242.70
11	4.00	The HON Company HRVC15PFVF $(P1) .P8T Variable Height Painted Finished End Flat 15H $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $97.00 -- CONTRACT: R240117	$ 31.14	$ 124.56
12	6.00	The HON Company HRVC50PFF $(P1) .P8T Finished End Flat 50H $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $140.00	$ 44.94	$ 269.64

Facilities Resource Inc.
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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- CONTRACT: R240117		
13	8.00	The HON Company HRVC50PLF $(P1) .P8T "L" 90 degree Painted Connector Flat 50H $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $227.00 -- CONTRACT: R240117	$ 72.87	$ 582.96
14	2.00	The HON Company HRVC50PTF $(P1) .P8T "T" 3-way Painted Connector Flat 50H $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $227.00 -- CONTRACT: R240117	$ 72.87	$ 145.74
15	3.00	The HON Company HRVC65PFF $(P1) .P8T Finished End Flat 65H $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $148.00 -- CONTRACT: R240117	$ 47.51	$ 142.53
16	1.00	The HON Company HRVC65PTF $(P1) .P8T "T" 3-way Painted Connector Flat 65H $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $241.00 -- CONTRACT: R240117	$ 77.36	$ 77.36
17	1.00	The HON Company HRVC65PXF $(P1) .P8T "X" 4-way Painted Connector Flat 65H $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $227.00 -- CONTRACT: R240117	$ 72.87	$ 72.87
18	6.00	The HON Company HRVF5036P $(P1) .P8T Panel Frame 50H x 36W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint)	$ 127.44	$ 764.64

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

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- ITEM LIST PRICE: $397.00 -- CONTRACT: R240117		
19	12.00	The HON Company HRVF5048P $(P1) .P8T Panel Frame 50H x 48W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $429.00 -- CONTRACT: R240117	$ 137.71	$ 1,652.52
20	8.00	The HON Company HRVF6536P $(P1) .P8T Panel Frame 65H x 36W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $423.00 -- CONTRACT: R240117	$ 135.78	$ 1,086.24
21	6.00	The HON Company HRVF6548P $(P1) .P8T Panel Frame 65H x 48W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $467.00 -- CONTRACT: R240117	$ 149.91	$ 899.46
22	28.00	The HON Company HRVFSB36 Abound 36"W Segment Bar -- ITEM LIST PRICE: $36.00 -- CONTRACT: R240117	$ 11.56	$ 323.68
23	24.00	The HON Company HRVFSB48 Abound 48"W Segment Bar -- ITEM LIST PRICE: $40.00 -- CONTRACT: R240117	$ 12.84	$ 308.16
24	6.00	The HON Company HRVT1536G $(P1) .P8T Abound 15" High Clear Glass Tile 15H x 36W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $763.00 -- CONTRACT: R240117	$ 244.92	$ 1,469.52

Facilities Resource Inc.
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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
25	12.00	The HON Company HRVT1548T $(A) .LN 55 Abound Fabric Tile 15H x 48W $(A) = Grd A Fabric (Fabric Selection) .LN = Landscape (Grd A Fab) 55 = Azure (Select Landscape Fabric Color) -- ITEM LIST PRICE: $140.00 -- CONTRACT: R240117	$ 44.94	$ 539.28
26	9.00	The HON Company HRVT3036HS3 $(L2STD) .LNR1 .NR Laminate Tile 30H X 36W $(L2STD) = Grd L2 Standard Laminates (Select Laminate) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) .NR = Natural Recon (Select Edgeband Color) -- ITEM LIST PRICE: $488.00 -- CONTRACT: R240117	$ 156.65	$ 1,409.85
27	1.00	The HON Company HRVT3036HS3 $(L2STD) .LNR1 .PE Laminate Tile 30H X 36W $(L2STD) = Grd L2 Standard Laminates (Select Laminate) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) .PE = Phantom Ecru (Select Edgeband Color) -- ITEM LIST PRICE: $488.00 -- CONTRACT: R240117	$ 156.65	$ 156.65
28	6.00	The HON Company HRVT3036T $(A) .CU 22 Abound Fabric Tile 30H x 36W $(A) = Grd A Fabric (Fabric Selection) .CU = Centurion (Grd A Fab) 22 = Frost (Centurion) -- ITEM LIST PRICE: $172.00 -- CONTRACT: R240117	$ 55.21	$ 331.26
29	12.00	The HON Company HRVT3036T $(A) .LN 15 Abound Fabric Tile 30H x 36W $(A) = Grd A Fabric (Fabric Selection) .LN = Landscape (Grd A Fab) 15 = Cornsilk (Select Landscape Fabric Color) -- ITEM LIST PRICE: $172.00 -- CONTRACT: R240117	$ 55.21	$ 662.52
30	16.00	The HON Company HRVT3036T $(A) .LN 55 Abound Fabric Tile 30H x 36W	$ 55.21	$ 883.36

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

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		$(A) = Grd A Fabric (Fabric Selection) .LN = Landscape (Grd A Fab) 55 = Azure (Select Landscape Fabric Color) -- ITEM LIST PRICE: $172.00 -- CONTRACT: R240117		
31	12.00	The HON Company HRVT3048HS3 $(L2STD) .LNR1 .NR Laminate Tile 30H X 48W $(L2STD) = Grd L2 Standard Laminates (Select Laminate) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) .NR = Natural Recon (Select Edgeband Color) -- ITEM LIST PRICE: $562.00 -- CONTRACT: R240117	$ 180.40	$ 2,164.80
32	12.00	The HON Company HRVT3048T $(A) .LN 15 Abound Fabric Tile 30H x 48W $(A) = Grd A Fabric (Fabric Selection) .LN = Landscape (Grd A Fab) 15 = Cornsilk (Select Landscape Fabric Color) -- ITEM LIST PRICE: $198.00 -- CONTRACT: R240117	$ 63.56	$ 762.72
33	12.00	The HON Company HRVT3048T $(A) .LN 55 Abound Fabric Tile 30H x 48W $(A) = Grd A Fabric (Fabric Selection) .LN = Landscape (Grd A Fab) 55 = Azure (Select Landscape Fabric Color) -- ITEM LIST PRICE: $198.00 -- CONTRACT: R240117	$ 63.56	$ 762.72
34	12.00	The HON Company HRVT4548T $(A) .LN 55 Abound Fabric Tile 45H x 48W $(A) = Grd A Fabric (Fabric Selection) .LN = Landscape (Grd A Fab) 55 = Azure (Select Landscape Fabric Color) -- ITEM LIST PRICE: $322.00 -- CONTRACT: R240117	$ 103.36	$ 1,240.32
35	6.00	The HON Company HRVTC36F $(P1) .P8T Panel Top Cap Flat 36W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $90.00	$ 28.89	$ 173.34

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QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- CONTRACT: R240117		
36	4.00	The HON Company HRVTC72F $(P1) .P8T Panel Top Cap Flat 72W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $152.00 -- CONTRACT: R240117	$ 48.79	$ 195.16
37	9.00	The HON Company HRVTC96F $(P1) .P8T Panel Top Cap Flat 96W $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $189.00 -- CONTRACT: R240117	$ 60.67	$ 546.03
38	6.00	The HON Company HWR2472P $(L2STD) .LNR1 .NR .T5 Systems Rectangular Worksurface Edgeband 24D x 72W $(L2STD) = Grd L2 Standard Laminates (Select Laminate) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) .NR = Natural Recon (Select Edgeband Color) .T5 = Greige (Select Grommet Color) -- ITEM LIST PRICE: $774.00 -- CONTRACT: R240117	$ 248.45	$ 1,490.70
39	2.00	The HON Company HF23B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 40.40
40	2.00	The HON Company HF23B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 40.40
41	2.00	The HON Company HF23B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00	$ 20.20	$ 40.40

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QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- CONTRACT: R240117		
42	2.00	The HON Company HF23B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 40.40
43	2.00	The HON Company HF23B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 40.40
44	2.00	The HON Company HF23B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 40.40
45	1.00	The HON Company HF27B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 20.20
46	1.00	The HON Company HF27B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 20.20
47	1.00	The HON Company HF27B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 20.20
48	1.00	The HON Company HF27B ~ Black Removable Lock Core Kit	$ 20.20	$ 20.20

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QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117		
49	1.00	The HON Company HF27B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 20.20
50	1.00	The HON Company HF27B ~ Black Removable Lock Core Kit ~ = Undecided KEY Option (Select Key Number) -- ITEM LIST PRICE: $50.00 -- CONTRACT: R240117	$ 20.20	$ 20.20
51	6.00	The HON Company HIWMM .W2 .V .TS .IC $(1) .VIBE 13 .TL .SB .TI Ignition 2 Task Mid-back .W2 = Weight Activated w/Seat Slider (Control Type) .V = All-Adjustable Arm (Select Arm Type) .TS = Titanium All Surface Caster (Select Caster/Glide Option) .IC = 4-Way Charcoal (Select Mesh Color) $(1) = Grade 1 Uph (Select Upholstery) .VIBE = Vibe (Grade 1 Fab) 13 = Connected (Vibe) .TL = Titanium Adjustable Lumbar (Select Lumbar) .SB = Standard Base (Select Base) .TI = Titanium (Select Frame Color) -- ITEM LIST PRICE: $1,096.00 -- CONTRACT: R240117	$ 442.78	$ 2,656.68
52	3.00	The HON Company HAUFHL15N .L PR6 $(P1) .P8T $(P1) .P097 .L Undermount Cubby with Locking Door Flush Mount .L = Linear (Select Pull Type) PR6 = Silver (Select Pull Color) $(P1) = Select Grade 1 Paint Opts (Select Case Paint Color) .P8T = Titanium (Select Grade 1 Paint) $(P1) = Select Grade 1 Paint Opts (Select Door Paint Color) .P097 = Harbor (Select Grade 1 Paint) .L = Lock (Select Lock Option) -- ITEM LIST PRICE: $633.00 -- CONTRACT: R240117	$ 229.78	$ 689.34

Facilities Resource Inc.
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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
53	3.00	The HON Company HAUFHR15N .L PR6 $(P1) .PJW $(P1) .P095 .L Undermount Cubby with Locking Door Flush Mount .L = Linear (Select Pull Type) PR6 = Silver (Select Pull Color) $(P1) = Select Grade 1 Paint Opts (Select Case Paint Color) .PJW = Designer White (Select Grade 1 Paint) $(P1) = Select Grade 1 Paint Opts (Select Door Paint Color) .P095 = Sage (Select Grade 1 Paint) .L = Lock (Select Lock Option) -- ITEM LIST PRICE: $633.00 -- CONTRACT: R240117	$ 229.78	$ 689.34
54	6.00	The HON Company HHATB2S2LT $(P1) .P71 .S .MEM 2 Stage 2 Leg Rectangle T Foot $(P1) = P1 Paint Opts (Select Paint Grade) .P71 = Black (Select Paint Color) .S = Slide Glide (Select Glide) .MEM = Memory Preset (Select Keypad) -- ITEM LIST PRICE: $1,134.00 -- CONTRACT: R240117	$ 364.10	$ 2,184.60
55	6.00	The HON Company HHATW2870CT $(L2STD) .LNR1 .NR .X .P 70W x 28D Rect Worksurface - C/T Base $(L2STD) = Grd L2 Standard Laminates (Laminate Top Selection) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) .NR = Natural Recon (Select Edgeband Color) .X = No Grommet (Select Grommet) .P = Black (Select Color Option) -- ITEM LIST PRICE: $828.00 -- CONTRACT: R240117	$ 265.79	$ 1,594.74
56	6.00	The HON Company HLED17A 17" LED Light W/PwrSupplyForDaisyChain(STARTER) -- ITEM LIST PRICE: $654.00 -- CONTRACT: R240117	$ 209.93	$ 1,259.58
57	6.00	The HON Company HLSL1436DL $(L2STD) .LNR1 $(L2STD) .LNR1 .X .X 14x36 cabinet door overhead locking $(L2STD) = Grd L2 Standard Laminates (Select Drwr Chassis Lam Finish) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) $(L2STD) = Grd L2 Standard Laminates (Select Drwr Front Lam Finish) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) .X = No Option (Select Pull Color)	$ 554.29	$ 3,325.74

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QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	PAYMENT TERMS
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		.X = No Brackets (Select Bracket) -- ITEM LIST PRICE: $1,372.00 -- CONTRACT: R240117		
58	6.00	The HON Company HLSL2430MF $(L2STD) .LNR1 $(L2STD) .LNR1 .PR6 24"D x 30"W Multi File Lateral File $(L2STD) = Grd L2 Standard Laminates (Select Chassis Laminate Finish) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) $(L2STD) = Grd L2 Standard Laminates (Select Drwr Front Lam Finish) .LNR1 = Natural Recon (Select Grade 2 Laminate Finish) .PR6 = Silver (Select Pull Color) -- ITEM LIST PRICE: $2,167.00 -- CONTRACT: R240117	$ 875.47	$ 5,252.82
59	6.00	The HON Company HLSLPMB $(P1) .P8T stack on storage panel mounted bracket $(P1) = P1 Paint Opts (Select Paint Color) .P8T = Titanium (Select Grade 1 Paint) -- ITEM LIST PRICE: $196.00 -- CONTRACT: R240117	$ 79.18	$ 475.08
60	6.00	Fellowes RSNGEX2-FS STND BLK RisingEX Series Dual Monitor Arm w/DC & GM, Fixed Arms + Sliders STND = Standard Finishes (Finish Offerings) BLK = Black (Standard Finishes) -- ITEM LIST PRICE: $748.00 -- CONTRACT: 230301	$ 336.60	$ 2,019.60
61	6.00	Fellowes FCH4CX BLK Desktop Power Module Including 14" 6-Outlet Power Adapter, (2) AC Power And (1) USB-A Outlet, (1) USB-C Outlet. Mounts On Top Or Under Desk BLK = Black (Finish) -- ITEM LIST PRICE: $488.00 -- CONTRACT: 230301	$ 219.60	$ 1,317.60
62	1.00	The HON Company SURCHARGE HNI Surcharge - 3% of Total Invoice -- ITEM LIST PRICE: $1,201.68 -- CONTRACT: R240117	$ 1,201.68	$ 1,201.68
63	1.00	Fellowes Fellowes Freight	$ 35.00	$ 35.00

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512-371-1232

QUOTATION & CONTRACT

DATE	QUOTE #
10/16/25	[redacted]
SALES REP	**PAYMENT TERMS**
Brad Schweifler	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- ITEM LIST PRICE: $35.00 -- CONTRACT: 230301		
64	1.00	FRI Services Design FRI - Design -- CONTRACT: R240117	$ 1,240.00	$ 1,240.00
65	1.00	FRI Services INSTALLATION FRI Services - RDI -- CONTRACT: R240117	$ 3,200.00	$ 3,200.00

NOTES:

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

*Storage of product begins upon receipt of product at FRI Warehouse and will be prorated based on need until all product is delivered to site.

*Storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 30 days will cause a hold on product release.

**Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

SUBTOTAL	$49,069.77
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$49,069.77**
DEPOSIT REQUESTED	$0.00
BALANCE	**$49,069.77**

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:
2025-1382643

Date Filed:
10/29/2025

Date Acknowledged:

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

FACILITIES RESOURCE INC
CEDAR PARK, TX United States

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

Williamson County, Texas

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

Quote #25505A
Furniture Design, Procurement and Installation Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted] (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 29 day of October (month), 2025 (year).

Margaret Teinert Ross
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:
2025-1382643

Date Filed:
10/29/2025

Date Acknowledged:
10/30/2025

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

FACILITIES RESOURCE INC
CEDAR PARK, TX United States

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

Williamson County, Texas

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

Quote #25505A
Furniture Design, Procurement and Installation Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Teinert Ross, Margaret	Georgetown, TX United States	X	
Ross, Darren	Georgetown, TX United States		X
Ornelas, Cynthia	Cedar Park, TX United States		X
Ornelas, Robert	Cedar Park, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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: 11/18/2025

Accept Gift Card Donation To Veteran Services

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

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the acceptance of a donation of Walmart gift cards in the amount of $700.00 to Veteran Services.

Background

Walmart gift cards were donated to Veteran Services anonymously to be handed out to Veterans in need. Reference receipt #143086

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	11/04/2025 09:40 AM
Form Started By: Erin Bussart		Started On: 11/04/2025 09:18 AM
Final Approval Date: 11/04/2025		

Commissioners Court - Regular Session **29.**

Meeting Date: 11/18/2025

Project Completion Letter - Local Hazard Mitigation Plans Program (LHMPP)

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

Department: Emergency Services Dept.

Agenda Category: Consent

Information

Agenda Item

Project Completion Letter of Transmittal Williamson County - Local Hazard Mitigation Plans Program (LHMPP)

Background

Williamson County received a reimbursement grant from the General Land Office (GLO) of Texas for a comprehensive Hazard Mitigation Plan. The County's plan was completed and filed with FEMA in June 2025. The County has requested the final reimbursement payment and is ready to close the project with the GLO. The Project Completion Letter is the final document required for the GLO to close out the project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Completion Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:25 AM
Form Started By: Candi Semple		Started On: 11/11/2025 09:57 PM
Final Approval Date: 11/12/2025		

November 18, 2025

Subject:
Project Completion Letter of Transmittal
Williamson County- Local Hazard Mitigation Plans Program (LHMPP)
Contract # 22-130-058-E524

Dear Mrs. Erales,

This is to confirm that the following documentation related to Williamson County, 22-130-058-E524 was uploaded to TIGR:
1) Grant Closeout Report (GCR)
2) Williamson County General Ledger listing all project-related transactions
3) Supporting Documentation
4) Financial Interest Reports (FIRs) for all vendors

The project is 100% complete with only the final draw pending.

If you have any questions, please contact Bruce Clements, Director of Emergency Management at 512-864-8200.

Sincerely,

Steven Snell
County Judge
Williamson County, Texas

Commissioners Court - Regular Session **30.**

Meeting Date: 11/18/2025

Approval of Goods and Services Agreement #2026-063 with Netsync Network Solutions, Inc. for the JP3 Cisco Webex Contact Center for Information Systems

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 Goods and Services Contract #2026-063 between Williamson County and Netsync Network Solutions, Inc. for the Cisco Webex Contact Center Implementation project at Justice of the Peace 3, located at 100 Wilco Way Suite 204, Georgetown, TX 78626, in the total amount of $17,076.00, and authorizing the execution of the agreement, pursuant to DIR Cooperative Contract #DIR-CPO-4866.

Background

The purpose of the project is to transition the current call handling system for Justice of the Peace Precinct 3 from Cisco Unified Communications Manager and Cisco Unity Connection to the Cisco Webex Contact Center platform. The new system will enhance operational efficiency by providing improved reporting and call routing capabilities, along with advanced features such as call recording and expanded analytics. These upgrades will support more effective communication and service delivery within the precinct. The project completion date is expected to be on or before December 31, 2025. This project has been reviewed and approved by both the Budget Office and the Information Services Department. Funding for this implementation is 01.0100.0503.004100 for FY26. Origination #4126. The department's point of contact for this project is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement and Quote Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:38 PM
Form Started By: Sandra Malcolm		Started On: 10/17/2025 03:28 PM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
NETSYNC NETWORK SOLUTIONS, INC.
(Quote No. [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 GOODS AND SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Netsync Network 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.

Goods: Service Provider shall supply the County the goods described in the **Quote No.** [redacted] attached as **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.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached **Statement of Work dated September 3, 2025** being marked as **Exhibit "B"** which is incorporated herein.

Should the County choose to add services in addition to those described in Exhibit "B," such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the 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 "B." The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "B"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before December 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 "B", 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 DIR COOP contract number DIR-CPO-4866. The not-to-exceed amount for the life of this contract shall be Seventeen Thousand Two Hundred Seventy-Six Dollars ($17,076.00).

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.

IV.

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.

IV.

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

X.

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

XI.

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

XII.

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

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

XXII.

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

A. Quote No. [redacted] marked as **Exhibit "A";**
B. Netsync Statement of Work marked as **Exhibit "B"**;
C. The cooperative purchasing DIR-CPO-4866, incorporated by reference;
D. Insurance certificates evidencing coverages required herein above and
E. 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.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:	**Netsync Network Solutions, Inc.:**
_____	Sonia Romo
Authorized Signature	Authorized Signature
_____	Sonia Romo
County Judge/Presiding Officer	Printed Name
Date: _____, _____ 20___	Date: 10 / 29 / 2025 20___

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 31 2025 Time: 8:18 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 31 2025 Time: 9:46 am

Exhibit "A"

Quote No. [redacted]

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

[redacted]

Quote #:	[redacted]
Date:	10/07/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Williamson County	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]com
[redacted]	[redacted]	[redacted]

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
JP3 Webex Contact Center Implementation				Sub Total	17,076.00
	Labor				
1.0	NET-PRO-SRVC	Installation & Deployment per SoW. | UC: CC Enterprise MACD	4	4,269.00	17,076.00

Notes: [redacted]

Webex Contact Center

Cybersecurity Products and Services | DIR-CPO-4866

Total	17,076.00
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**17,076.00**

Exhibit "B"
Statement of Work dated September 3, 2025

NETSYNC

Statement of Work

Cisco Webex Contact Center Implementation

Justice of the Peace Precinct 3 (JP3)

September 3, 2025

Prepared for:

Williamson County

This statement of work (SOW) contains information provided by Netsync Network Solutions and is intended solely for the listed recipient. The recipient agrees to maintain this information in confidence and will not reproduce or otherwise disclose this information to anyone outside the group directly responsible for evaluation of this document.

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Contact Information

Client Contact	[redacted]	[redacted]	[redacted]
Netsync Account Manager	[redacted]	[redacted]	[redacted]
Netsync SOW Author	[redacted]	[redacted]	[redacted]
Netsync Project Manager	TBD		
Netsync Lead Engineer	TBD		

Project Summary

Williamson County ("Client"), headquartered in Georgetown, TX, requested that Netsync Network Solutions ("Netsync") submit a statement of work (SOW) outlining Client's upcoming Cisco Webex Contact Center Implementation project at Client's Justice of the Peace Precinct 3 (JP3).

The purpose of this project is to move the current call handling for this precinct from Cisco Unified Communications Manager (CUCM) and Cisco Unity Connection (CUC) to Cisco Webex Contact Center. The new system will provide greater reporting and call routing capabilities as well as new features and call recording for the users of the system in the precinct.

The main phone number for the entry into the Contact Center is [redacted] Client has reserved +[redacted] for testing purposes. All Webex Contact Center licensing is already owned by Client and is active in Webex Control Hub. There is an existing Webex Contact Center deployment for Client's helpdesk, so this project will be adding on to that existing organization.

As part of this project, Netsync will configure an existing Webex Contact Center organization for 2 premium Agents and 16 standard Agents. When the system is placed into production, there will be one main entry phone number provided by Client's existing public switched telephone network (PSTN) connectivity.

Currently, the calls are routed through CUC to provide greetings and menu options. There is currently one hunt group set up in CUCM that calls are routed through. Other menu options route directly to an individual and are not routed through a queue or hunt group. Netsync will discuss the best call routing methods and best practices with Client before implementation.

The main menu will present U.S. English (en_US) and a Mexican Spanish (es_MX) option to the caller; however, these menu choices will route to the same queue and call routing options. Each menu, no matter which language is selected, will provide up to six routing options. Only the menu language (prompt) will be different. The option for "Death Inquest" will not route through the Webex Contact Center; it will route directly to an individual phone number (extension) as that employee does not report to the Justice of the Peace.

Netsync will also configure up to three skills in the Webex Contact Center environment. These skills will be for regular calls, small claims/evictions and weddings. The goal is to have the ability to route specific call types to Agents that are skilled for the appropriate incoming calls. Additionally, Client has requested to have call recording enabled for each Agent and Supervisor. This feature is included with Webex Contact Center; however, depending on the desired retention policies, additional storage may need to be purchased.

Project Objectives

- Discover and plan for Webex Contact Center deployment.
- Deploy Webex Contact Center for the Justice of the Peace Precinct 3 and Webex Control Hub for management.
- Configure Control Hub for Webex application softphone access.
- Configure Agents, inbound phone numbers, queues, skills, call flows, and up to two languages.
- Perform testing and validation of successful implementation.
- Perform training for Supervisors and Agents.
- Provide up to four hours of Day 1 support.

Project Scope and Phases

Discovery

Kickoff Meeting

1. Netsync will conduct a kickoff meeting:
    a. Identify and introduce key stakeholders, who will participate in developing the definition of requirements for success.
    b. Identify project goals, success criteria, and timeline, including but not limited to:
        i. Review SOW.
        ii. Confirm contacts needed to gain entry and perform work in the buildings.
        iii. Confirm any holidays or “non-working” hours for the installation.
        iv. Confirm any Client-required change control processes and any potential impacts that these processes may have on the installation schedule.
        v. Schedule technical discovery meeting(s).
        vi. Review and discuss invoicing preferences and applicable billing milestones.

Planning

1. Netsync will work with Client to develop call flows, and to identify required programming for Webex Contact Center and will recommend best practices and redesign if it may be a better fit than what is currently deployed.
2. Netsync will work with Client to develop a test plan and obtain approval and signature before the project begins.

Equipment Receipt, Staging, and Delivery

Staging and implementation will only begin upon Client approval of the Low-Level Design (LLD) document. There is no physical equipment required as part of this project.

Implementation

Implementation will begin only after Discovery and Planning are 100% complete. Client representative must be onsite to receive hardware and sign packing slip prior to installation.

1. Netsync will deploy the Cisco Control Hub and Webex Contact Center organization.
    a. Netsync will work with Client to manually add users to Control Hub and Webex Contact Center.
        i. Single sign-on (SSO) or directory sync is not included as part of this project due to the limited nature of the user quantity. These features can be set up at a future date and time if required.
2. Netsync will configure up to two Client-provided phone numbers in the current PSTN gateway/CUCM and Control Hub. Additional numbers can be added at any time, but this may incur additional charges.
3. Netsync will configure 16 Agent users and 2 Supervisor users in Webex Contact Center.
4. Netsync will configure the two phone numbers to ring into Voice-Only call queue.
    a. Netsync will program up to two dual tone multi-frequency (DTMF) call menus as part of the Webex Contact Center.
    b. Netsync will program one menu option for “Death Inquest” and this option will exit the contact center and route directly to a pre-defined extension on CUCM.
    c. As part of call queues, Netsync will configure up to three skills for agents. These skills will be:
        i. Regular calls.
        ii. Small Claims/Evictions.
        iii. Weddings.
    d. Netsync will program two menu languages:
        i. US English (en_US).
        ii. North American Spanish (es_MX).
    e. Call recording will be enabled on all Supervisor and Agent extensions.
        i. Retention policies may need to be adjusted to adhere to storage allotments provided by Cisco or additional storage can be purchased.

Testing and Validation

1. Netsync will work through the pre-approved test plan to test appropriate features and services.

Knowledge Transfer

1. Netsync will provide 4 hours of knowledge transfer for up to 18 Client attendees. Before the project start, Netsync will work with Client to define the specific location, the schedule, and any additional topics for the knowledge transfer session(s). The following topics will be covered:
    a. Features of products and technologies as deployed in the solution.
    b. Review of the as-built documentation to familiarize Client with the overall solution and key configuration details.
    c. Basic administration and common operational tasks.
    d. Reinstallation and/or reconfiguration in case of failure.
    e. Monitoring, testing, and maintaining the products deployed in the solution.
    f. Warranty and support procedures for all products deployed in the solution.
    g. Additional Client questions or topic requests.
2. If it is determined that the duration of knowledge transfer requested by Client will exceed the hours stated above, then Netsync can provide supplementary session(s) at an additional hourly rate.

Note: Knowledge transfer is intended to provide familiarity and conceptual understanding of the specific technologies deployed within this SOW. It is not intended to be comprehensive technical training. The included session(s) may not provide Client all necessary knowledge and skills to fully manage, monitor, and maintain the solution. Netsync recommends formal training from the solution vendor(s) to address those needs.

Project Prerequisites

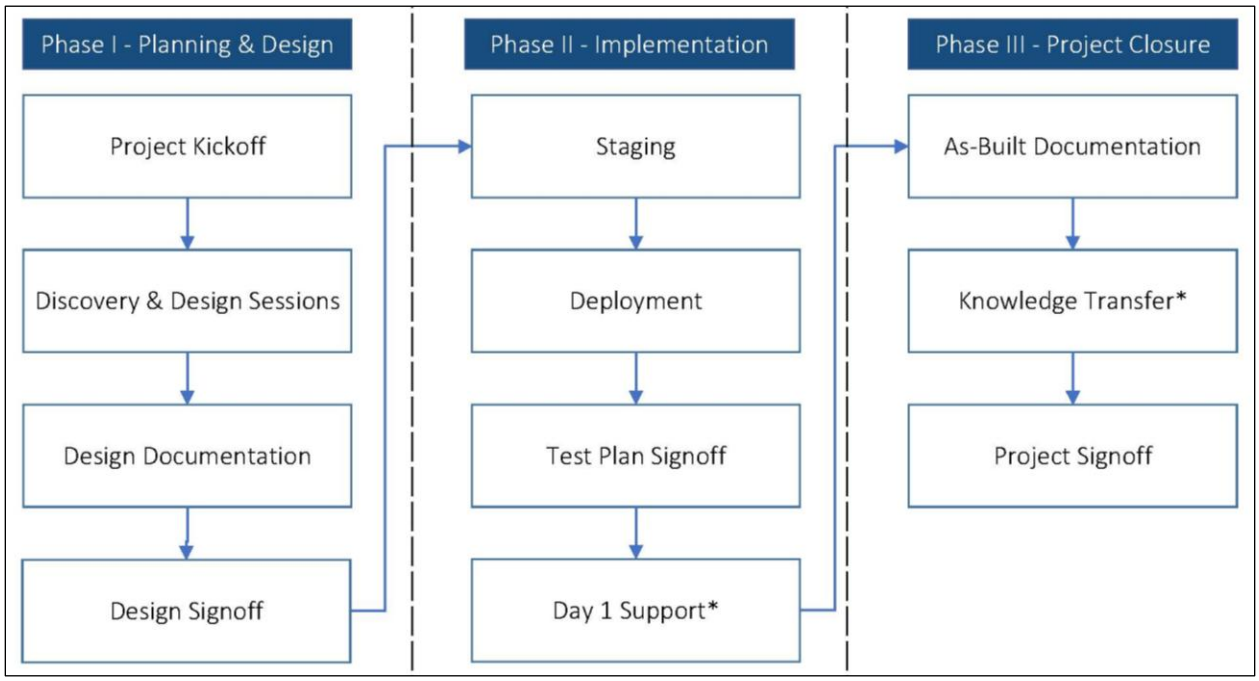
1. Client will fulfill cabling requirements, if applicable.
2. Client will provide Netsync all necessary hardware and information on current environment.
3. Client will provide Netsync local and remote administrative credentials (root access) to all equipment to be accessed during the process of this SOW.
4. Client will make available authorized personnel during the project with a working knowledge of existing network infrastructure for facility access, questions, and clarification of issues.
5. Client will provide Netsync access to all work locations, along with safety, access, security, and emergency protocols.
6. Client will obtain all necessary work permits.
7. Client will provide a work area for Netsync to use, as needed, during on-site activities to include internet and public phone access.
8. Client will provide parking passes and adequate parking for the Netsync project team.
9. Client will comply with all physical and environmental requirements per vendor specifications.

Project Management

Netsync approaches all projects using standard Project Management Institute (PMI) methodologies and processes. Once a Project Manager (PM) is assigned, a project kickoff meeting will be held with Client, the PM, the Account Manager (AM), and assigned technical resource(s) to ensure each party is in alignment with all aspects of this SOW. The PM will also perform the following project management activities throughout the engagement to ensure Client expectations are consistently met and the project is delivered on time and within the established budget:

- Create the Project Plan.
- Ensure that accurate and timely status updates, action items, and scheduled tasks are received by the assigned resource(s) and uploaded as entries to Client's applicable project portal. The PM will ensure status information clearly reaches Client to also include milestone updates.
- Lead project meetings with Client and the Netsync project team.
- Oversee a quality assurance review of documentation-based deliverables before providing to Client.

Project Management Office (PMO) Project Lifecycle



* Denotes that the step in the process may or may not be applicable based on SOW.

Project Updates

- Client will receive email alerts indicating an update has been made to the Notes-Status-Issues Log portal web part for the following communication entry types:
    - Meeting Notes.
    - Project Plan.
    - Status Update(s).
    - Issue Tracking.
- If Client wishes not to use the Netsync project portal, then Client has the option to request direct email correspondence from Netsync PM for all communication and updates.

Project Scope Change Requests

Netsync is fully committed to completing this project on time and within the established budget. All scope changes and out-of-scope (OOS) requests must be clearly communicated to the AM or PM before those changes or requests are acted on or performed by the assigned resource(s). The following outlines the scope change or OOS request procedure:

1. The PM and Client project team will identify required changes.
2. The PM will submit a Project Change Request Form (CR).
3. The PM will submit the CR to Client for subsequent approval and sign-off.
4. Client will return a signed copy of the CR.

All other terms within the original SOW, in addition to the signed CR, will remain intact.

Project Documentation

Netsync will provide Client the following documentation:

Included (Yes/No)	Document Type	Owner	Description	Frequency
Documentation				
Yes	Statement of Work (SOW)/High-Level Design (HLD)	Solutions Architect and Account Manager	Description of scope based on presales discussions, preliminary walkthroughs, and data gathering sessions. This SOW is the HLD, and it presents and illustrates the overall solution.	Once
Yes	Low-Level Design (LLD)	Engineer	The LLD will replace all existing HLDs upon receipt of a purchase order and subsequent full walkthroughs and formal post-sales planning and design sessions. The LLD will be a fully executed document agreed to by both parties before implementation begins.	Once
Yes	Project Plan	PM and Senior Lead Engineer	Task list, schedule, contact list, meeting notes, status, risk, and issue tracking.	Ongoing
No	Method of Procedure (MOP)	PM and Senior Lead Engineer	Detailed implementation plan.	Once
Yes	As-Built	Senior Lead Engineer	Post-implementation technical documentation of new configuration(s) and applicable support information.	Once
Yes	Project Sign-off	PM and Client	Deliverables acceptance.	Once

Deliverables Acceptance

Client will acknowledge receipt and acceptance, or rejection of all deliverables associated with this SOW within 10 business days of delivery (not including federal holidays). If such acknowledgement is not received within this period, then all deliverables will be deemed acknowledged and accepted.

Project Risks and Assumptions

1. Client will participate in all design and planning sessions and be prepared to sign off on all milestones.
2. Client will provide Netsync with full access to the relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of services. If Client's only method of providing Netsync remote access is through screen share, then additional fees may apply due to project duration extensions.
3. If applicable, Netsync will secure access points (APs) with plastic cable zip ties placed through the mounting bracket, unless Client declines this service in writing via email.
4. Unless otherwise noted, all estimates are based on a single implementation trip, per site. Client may be charged additional fees for additional onsite meetings.
5. Multiple outages may occur due to the nature of this project; however, they will all occur at scheduled and approved times.
6. Client delays to provide Netsync the necessary data to accomplish each task may result in timeline changes.
7. Netsync is not responsible for project delays caused by other vendors and/or manufacturing issues that may impede progress and/or closure of Netsync SOW deliverables.
8. This SOW assumes that the engagement will be a combination of on-site and remote work to drive efficiency. If Client requires a 100% on-site engagement, then Client must notify Netsync before agreeing to this SOW.
9. If Client requires a copy of Netsync's standard Certificate of Insurance (COI) with Client-added endorsements, then it should allow up to 10 business days for delivery.
10. Netsync is not responsible for the functionality of Client-provided existing equipment or licenses and assumes that existing equipment and software is under a valid support contract.
11. Anything not specifically stated in this document is outside the scope of this SOW.

Service Level Agreement

Hours of Operation

Standard hours of operation are **8:00 AM to 5:00 PM local time Monday through Friday**. Netsync understands that due to the nature of the industry and work performed, after-hours and weekend availability are often required. In the event Netsync resources are required to perform work outside of the standard hours of operation, agreed-upon work windows will be discussed and subsequently documented via email.

- Client will provide Netsync a minimum of three business days' notification for any non-emergency maintenance windows or periods of time.
- Netsync will provide Client the best level of support for emergency maintenance windows based on qualified staff resource availability.
- A Client project stakeholder or technical contact must be either on location or on-call during the agreed upon after-hours and/or weekend work window(s).

Pricing and Fees

Fee Type

Fixed Price: The proposed hours are fixed. Additional hours required for in-scope work will not be invoiced unless OOS work is required.

Invoicing Type

Invoice terms are based on credit approval.

Unless specifically noted in the master services agreement (MSA) between Client and Netsync, if applicable, Netsync will use the following invoicing type:

- **Milestone Invoicing**: A portion of the project will be invoiced based on achieving the following milestones in the project plan (see milestone table below); the PM will work with Client, the AM, and Accounting for appropriate invoicing.

Netsync will send Client invoice(s) on Net 30 terms for all applicable hardware, supplemental material, and licenses immediately after delivery and receipt of signed packing/delivery slips.

Project Milestones

This price is based on work taking place during standard hours of operations, **8:00 AM to 5:00 PM local time Monday through Friday**. Additional charges may be incurred for efforts that must be performed outside of this time frame.

Milestone	Percent Billed (%)*
Discovery and Planning	25%
Low-Level Design (LLD)	25%
Implementation	25%
Project Closure/Final Deliverables	25%
Total	100%

*See Netsync quote for project cost.

Agreed By

By signature below, Client and Netsync acknowledge and agree to this statement of work (SOW).

	Sonia Romo
Client Contact Signature	Netsync Contact Signature
	Sonia Romo
Printed Name	Printed Name
	Contracts and Legal Administrator
Title	Title
Williamson County	Netsync Network Solutions
Company Name	Company Name
	10 / 29 / 2025
Date	Date

About Netsync

Netsync Network Solutions is a Minority-Owned Business (MBE) and Women-Owned Small Business (WOSB) value-added reseller (VAR), specializing in comprehensive IT life cycle solutions, including collaboration, data center, cloud, network infrastructure, wireless, physical and network security, end-user computing and virtual desktop infrastructure (VDI), optical/WAN, and managed services.

Based in Houston, TX, with satellite locations across the United States, Netsync uses a blended approach that is both consultative and collaborative. We work with our clients to assess their needs, architect innovative technology solutions to meet those needs, and offer 24x7 access to our team of engineering experts who exceed clients' expectations. This approach has earned Netsync numerous customer service excellence awards and recognition as a progressive partner that introduces the best products and solutions to clients.

As a Cisco Gold Integrator, Master Collaboration, Master Networking, Master Security, Master Service Provider, and Customer Experience (CX) Partner; an HP Amplify Power Services Partner; a Dell Platinum Partner; and an Intel Platinum Partner; and holding certifications and specializations from many of the industry's best manufacturers, Netsync has built its reputation serving the public sector/SLED market.

We have extensive experience deploying complex IT solutions for K-12 and higher education institutions, civic organizations, municipalities, and government agencies. Our enterprise focus is on large-scale implementations for corporate clients across a diverse array of industries, including financial services, energy, healthcare, retail, manufacturing, and service provider.

Regardless of vertical, Netsync is dedicated to helping clients take full advantage of their technological investments. We provide advanced end-to-end IT solutions that align with an organization's strategic objectives to enhance productivity, increase efficiency, reduce cost, and drive growth.

Corporate HQ: Netsync Network Solutions
2500 West Loop South, Suite 410
Houston, TX 77027

O: 713.218.5000 | F: 713.664.9964 | T: 866.974.5959 | W: www.netsync.com

Appendix

Bill of Materials (BOM)

Part	Description	Duration	Qty.
Main Site			
Labor			
NET-PRO-SRVC	Installation and Deployment per SOW.		4

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:
2025-1382038

Date Filed:
10/28/2025

Date Acknowledged:
10/31/2025

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

Netsync Network Solutions
Houston, TX United States

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

Williamson County

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

2026-063
Cisco Webex Contact Center Implementation for JP3 (IT)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Abunaja, Khalid	Houston, TX United States	X	
Gonzales, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1382038

Date Filed:
10/28/2025

Date Acknowledged:

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

Netsync Network Solutions
Houston, TX United States

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

Williamson County

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

2026-063
Cisco Webex Contact Center Implementation for JP3 (IT)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Abunaja, Khalid	Houston, TX United States	X	
Gonzales, Diane	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in [redacted] County, State of [redacted], on the 28 day of 10 (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **31.**

Meeting Date: 11/18/2025

Approval of Purchase of Goods Contract #2026-068 for Security Awareness Training Subscription from SHI Government 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 Purchase of Goods Contract #2026-068 between Williamson County and SHI Government Solutions, Inc. for Security Awareness Training Platform, for a not-to-exceed amount of $67,157.66, pursuant to Omnia IT Solutions 2024056-02, and authorizing the execution of this agreement.

Background

The KnowBe4 Security Awareness Training Subscription, along with the KnowBe4 PhishER Subscription, will benefit Williamson County with automatic prioritization for emails. PhishER™ helps InfoSec and Security Operations team cut through the inbox noise and respond to the most dangerous threats more quickly. PhishER is a key ingredient of an essential security workstream. It's a lightweight Security Orchestration, Automation and Response (SOAR) platform to orchestrate the threat response and manage the high volume of potentially malicious email messages reported by all users. And, with automatic prioritization of emails, PhishER helps InfoSec and Security Operations team cut through the inbox noise and respond to the most dangerous threats more quickly. Incident Response (IR) orchestration can easily deliver immediate efficiencies to your security team, but the potential value is much greater than that. Coverage Term: 12/1/2025 – 11/30/2026, funded by 01.0100.0503.004505 for FY26. Origination #3992. The Department's point of contact is Jeffrey Isbell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:30 PM
Form Started By: Barbi Hageman		Started On: 10/30/2025 10:17 AM
Final Approval Date: 11/10/2025		

Docusign Envelope ID:

WILLIAMSON COUNTY
PURCHASE OF GOODS CONTRACT
WITH
SHI GOVERNMENT SOLUTIONS INC
(QUOTATION [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 PURCHASE OF 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 **SHI Government 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.

Goods: Service Provider shall supply the County the goods described in **Quotation #**[redacted] being marked as **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.

II.

Effective Date and Term: This Contract shall be in full force and effect from the date of the last party's execution below and shall continue through November 30, 2026, unless terminated sooner pursuant to the terms of this contract.

Docusign Envelope ID:

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract Omnia IT Solutions 2024056-02. The not-to-exceed amount for the life of this contract shall be **Sixty-Seven Thousand One Hundred Fifty-Seven Dollars and Sixty-Six Cents ($67,157.66)**.

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.

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.

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 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,

Docusign Envelope ID:

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 THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE 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.

VI.

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.

VII.

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.

VIII.

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.

Docusign Envelope ID:

IX.

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.

X.

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.

XI.

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.

XII.

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

XIII.

No Assignment: Service Provider may not assign this Contract.

XIV.

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.

XV.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their

Docusign Envelope ID: 6463B38C-2D05-4081-B2AD-96AB7299853E

knowledge, 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.

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 **Quotation #** [redacted], marked as **Exhibit "A"**;
B. The cooperative purchasing contract Omnia IT Solutions 2024056-02, incorporated by reference; 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.

XXIV.

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___

SHI GOVERNMENT SOLUTIONS INC.:

DocuSigned by:
Paul Linhardt
F10405B7CFF74D0...
Authorized Signature

Paul Linhardt
Printed Name Sr. Lead Contracts Specialist

Date: October, 27 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 29 2025 Time: 9:43 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 30 2025 Time: 10:51 am

Docusign Envelope ID: [redacted]

Exhibit "A"
Quotation #[redacted]

Docusign Envelope ID: [redacted]

Pricing Proposal
Quotation #: [redacted]
Created On: 10/3/2025
Valid Until: 11/28/2025

TX-County of Williamson Information Technology Services

Jeffrey Isbell
301 SE INNERLOOP
S 105
ATTN: ACCOUNTS PAYABLE
Georgetown, TX 78626
United States
Phone:
Fax:
Email: jisbell@wilco.org

Client Solutions Manager

Lauren Simone
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-6210
Fax:
Email: lauren_simone@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	KnowBe4 Security Awareness Training Subscription Diamond KnowBe4 - Part#: KMSATD-N-F12-G Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 12/1/2025 – 11/30/2026	2311	$21.24	$20.08	$46,404.88
2	KnowBe4 PhishER Subscription KnowBe4 - Part#: PHISHERPLUS-N-F12-G Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 12/1/2025 – 11/30/2026	2311	$9.50	$8.98	$20,752.78
				Total	$67,157.66

Additional Comments

Knowbe4 has a no returns policy.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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:
2025-1379370

Date Filed:
10/21/2025

Date Acknowledged:

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

SHI Government Solutions
Austin, TX United States

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

Williamson County

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.

2026-068
SHI Q-26713704 FY26 KNOWBE4 SECURITY AWARENESS TRAINING SUBSCRIPTION

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

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

6 UNSWORN DECLARATION

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

My address is [redacted], [redacted] (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 21st day of October (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:
2025-1379370

Date Filed:
10/21/2025

Date Acknowledged:
11/03/2025

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

SHI Government Solutions
Austin, TX United States

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

Williamson County

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.

2026-068
SHI Q-26713704 FY26 KNOWBE4 SECURITY AWARENESS TRAINING SUBSCRIPTION

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 **32.**

Meeting Date: 11/18/2025

Approval of Service and Goods Contract #2026-065 for Professional Software Subscription from SHI Government Solutions Inc. for Information Systems Department

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 #2026-65 between SHI Government Solutions Inc. and Williamson County for PowerDMS subscription, including PowerPolicy and PowerTraining Module, including SSO and user fees in the amount of $71,018.68, and authorizing execution of the contract pursuant to TIPS #230-105.

Background

The approval of this contract will benefit the Williamson County Information Systems Department with the ability to create, edit, organize and distribute content from a secure, cloud-based site. This system is used as the County's policy document platform. Key features included are automatic workflows, signature capture and tracking, side-by-side comparison for policy documents, Public Facing documents, PowerDMS University and analytics, for advanced reporting. Exhibit A, of the attached contract, outlines the subscription, single sign-on service, and site connection fee. The coverage period is from 10/30/2025 to 10/29/2026. Funding source is 01.0100.0503.005741 as per the FY26 budget. Origination # 4007. Department point of contact is Janessa Stephens.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:51 PM
Form Started By: Barbi Hageman		Started On: 10/27/2025 10:20 AM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
WITH
SHI GOVERNMENT SOLUTIONS INC
(QUOTATION #[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 **SHI Government 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 service includes the work described in the **Quotation #**[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 from the date of the last party's execution below and shall continue through October 29, 2026, unless terminated sooner pursuant to the terms of this contract.

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 TIPS 230105. The not-to-exceed amount for the life of this contract shall be Seventy-One Thousand Eighteen Dollars and Sixty-Eight Cents ($71,018.68).

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 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 THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE 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.

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.

Warranty: Service Provider warrants to The County that materials, workmanship and equipment furnished under this agreement will, to the best of their knowledge, be of good quality and new unless otherwise required or permitted by the County, that the work will, to the best of their knowledge, be free from defects not inherent in the quality required or permitted by law or otherwise, and that to the best of their knowledge, 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.

XXIII.

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 **Quotation #** [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing contract TIPS 230105, 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.

XXIV.

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___

SHI GOVERNMENT SOLUTIONS INC.:

DocuSigned by:
Paul Linhardt
F10405B7CEF74D0...
Authorized Signature

Paul Linhardt
Printed Name

10/22/2025
Date: _____,_____ 20___

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 24 2025 Time: 1:58 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 27 2025 Time: 10:49 am

Exhibit "A"
Quotation # 26617347

Pricing Proposal
Quotation #: [redacted]
Created On: 9/9/2025
Valid Until: 10/24/2025

TX-County of Williamson Information Technology Services

Janessa Stephens
301 SE INNERLOOP
S 105
Georgetown, TX 78626
United States
Phone:
Fax:
Email: janessa.stephens@wilcotx.gov

Client Solutions Manager

Lauren Simone
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-6210
Fax:
Email: lauren_simone@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	PowerPolicy Professional Subscription PowerDMS - Part#: Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 10/30/2025 – 10/29/2026 **Note:** 2,699 users	1	$0.00	$41,957.77	$41,957.77
2	PowerTraining PowerDMS - Part#: Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 10/30/2025 – 10/29/2026 **Note:** 2,699 users	1	$0.00	$23,707.20	$23,707.20
3	SSO PowerDMS - Part#: Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 10/30/2025 – 10/29/2026 **Note:** 2,699 users	1	$0.00	$2,584.89	$2,584.89
4	Site Connection Fee - 501+ users PowerDMS - Part#: Contract Name: TIPS - Technology Solutions, Products and Services Contract #: 230105 Coverage Term: 10/30/2025 – 10/29/2026	1	$0.00	$2,768.82	$2,768.82
				Total	$71,018.68

Additional Comments

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under

that applicable line item.

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:
2025-1380633

Date Filed:
10/23/2025

Date Acknowledged:

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

SHI Government Solutions
Austin, TX United States

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

Williamson County

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.

2026-065
SHI Q-26617347 FY26 PowerDMS

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

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

6 UNSWORN DECLARATION

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

My address is [redacted] _____, [redacted] _____ (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 23rd day of October (month), 2025 (year).

Nayely Perez

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:
2025-1380633

Date Filed:
10/23/2025

Date Acknowledged:
10/28/2025

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

SHI Government Solutions
Austin, TX United States

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

Williamson County

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.

2026-065
SHI Q-26617347 FY26 PowerDMS

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 **33.**

Meeting Date: 11/18/2025

Approval of Services Agreement #2026-084 with Semper Feye Solutions, Inc. for PCI Assessment-Taxation vCISO Managed Services 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 a Services Agreement between Williamson County and Semper Fi Solutions, Inc. for Virtual Chief Information Security Officer (vCISO) Managed Services to perform a Payment Card Industry (PCI) Assessment for the Williamson County Taxation Department in the amount of $22,500.00, and pursuant to DIR Cooperative Contract #DIR-CPO-5032, and authorize execution of the agreement.

Background

Semper Feye Solutions, Inc (SFS) is an IT and Engineering solutions provider specializing in federal, state, and municipal engineering services. Designated a Service-Disabled Veteran Owned Small Business (SD-VOSB) and a Historically Underutilized Business (HUB) by the Federal government and the State of Texas. Through this engagement, Semper Feye Solutions proposes to perform a Payment Card Industry (PCI) Assessment for the Williamson County Taxation Department. Services will be provided as part of Virtual Chief Information Security Officer (vCISO) Managed Services in partnership with SFS/VISTRADA through DIR Cooperative Contract #DIR-CPO-5032. This service will benefit Williamson County by ensuring compliance with Payment Card Industry Data Security Standards (PCI-DSS), which are essential for safeguarding taxpayer payment information and reducing cybersecurity risks. The assessment will help identify potential vulnerabilities, strengthen data protection practices, and support continued secure and reliable electronic payment processing with the Taxation Department. Funding for this agreement will be provided through line item 01.0100.0503.004100 for FY26. Contract Audit, General Counsel, Budget, and Information Services have approved this proposal. Origination #4187. The department's point of contact is Tammy McCulley.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement and Quote Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:34 PM
Form Started By: Sandra Malcolm		Started On: 10/30/2025 01:09 PM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
SERVICES CONTRACT
SEMPER FEYE SOLUTIONS, INC.
(Cooperative Contract: DIR-CPO-5032)

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 **Semper Feye 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 pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Statement of Work dated October 09, 2025,** being marked as **Exhibit "A"** which is incorporated herein to the extent the Proposal meets or exceeds the requirements of County's solicitation, if applicable.

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

II.

Effective Date and Term: Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before March 31, 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.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** upon final completion of the services as determined by County. The not-to-exceed amount for the life of this Contract is Twenty-Two Thousand, Five Hundred, Dollars ($22,500.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

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

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

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

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

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

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

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

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract to the Risk Management Department: coi.submission@wilco.org.

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY,

OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VIII.

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

IX.

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

X.

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

XI.

Severability: In case any one or more of the provisions contained in this Contract shall for

any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

A. As described in the attached **Statement of Work dated October 09, 2025;**
B. Cooperative Contract: DIR-CPO-5032 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.

[SIGNATURE PAGE TO FOLLOW]

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____

SEMPER FEYE SOLUTIONS, INC.:

By _____
Authorized Signature

Robert Wagner
Printed Name

Date: October 28, 2025

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 29 2025 Time: 11:46 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 30 2025 Time: 11:09 am

EXHIBIT A
Statement of Work dated October 09, 2025

SEMPER FEYE SOLUTIONS

IT | ENGINEERING | CYBER SECURITY

PCI Assessment - Taxation

vCISO Managed Service

Williamson County Texas

[redacted]

Date: October 9, 2025

Revision: 2

DIR Cooperative Contract: DIR-CPO-5032

Prime Contractor

Semper Feye Solutions, Inc.

[redacted]

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1 INTRODUCTION

Semper Feye Solutions, Inc (SFS) is an IT and Engineering solutions provider specializing in federal, state, and municipal engineering services. Designated a Service-Disabled Veteran Owned Small Business (SD-VOSB) and a Historically Underutilized Business (HUB) by the Federal government and the State of Texas, we employ a core management staff of highly skilled professionals comprising decades of experience in both public and private sectors.

Semper Feye Solutions' name is inspired by Semper Fidelis, the United States Marine Corps motto which means 'Always Faithful.' Semper Fi is a common greeting among Marines as it, with two words, profoundly connotes the bond of brotherhood formed among the few and the proud. The founding Marines of Semper Feye follow Ductus Exemplo, which is to 'Lead by example' with zeal, fidelity, and obedience. Guided by the Marine Corps values of honor, courage and commitment, Semper Feye Solutions raises the red, white, and blue high and boldly proceeds forward embodying the 'Esprit de Corps.'

We apply a disciplined requirements-based approach to systems engineering by analyzing the problem, developing requirements, deriving specifications, and testing according to those specifications. Combined with our project management skills and strong configuration management, Semper Feye Solutions delivers products the exceed expectations and match the expectations set and communicated throughout the project.

In this overview of services, Semper Feye proposes to perform vCISO Managed Services with our partner SFS/VISTRADA through DIR Cooperative Contract (DIR-CPO-5032).

2 TASK

2.1 ON DEMAND SERVICES

SFS/VISTRADA for the Taxation Department including but not limited to:

Consultants: [redacted] – Cybersecurity Team (or equivalent)

Services:

1. Scoping
   - Review SAQ C
   - Gain access to Security Metrics
   - Perform Gap Assessment
2. Apptega Sub-Control Review
   - Populate Apptega with Applicable Controls
3. Policy Generation & Review:
   - Generate ~13 Policies to fit SAQ C requirements
   - Revise, Review and Attest to 13 Policies
4. Procedure Generation & Review
   - Generate ~13 Procedures to fit SAQ C requirements
   - Revise, Review and Attest to 13 Procedure
5. Evidence Gathering
   - Gather vendor attestations for non-responsible systems that handle CHD
   - Gather technical screenshots of systems managed by Wilco that handle CHD
6. Vulnerability Scanning
   - Scope vulnerability scans, ingest targets into ASV scanner
   - Run, review, apply remediations (where necessary)
   - Run remedial scan until can results in PASS
7. SAQ Creation
8. AOC Creation

CLIENT agrees to purchase up to 80 hours at a discounted blended hourly rate of $280 per hour (standard rate is $300 per hour).

Additional hours can be purchased under this agreement upon email approval by the CLIENT.

Future SOWs – The four other departments requiring PCI are excluded from this SOW and will be handled in the future upon CLIENT signing separate SOWs for that work.

3 ASSUMPTIONS

SFS/VISTRADA

1. All meetings/calls under contracted services will be scheduled within 2 business days of SFS/VISTRADA's request.
2. All questions/issues under contracted services will be resolved within 2 business days of SFS/VISTRADA's request.
3. Any information identified that could potentially impact the planned hours will be brought to CLIENT's attention for analysis and change control/management in a timely manner.
4. Invoices to be submitted via the specified CLIENT submission process.
5. Review and signoff will be completed within 5 days of delivery of any final reports.
6. SFS/VISTRADA will be providing all documentation and reports electronically.
7. Services will be provided offsite/remote.
8. Due to the constantly evolving nature of cybersecurity and potential changes in a client's environment, SFS/VISTRADA cannot guarantee the discovery of all vulnerabilities or ensure a specific level of security through its services.
9. The CLIENT acknowledges that SFS/VISTRADA provides services based on the information and specifications provided by the CLIENT, and that SFS/VISTRADA does not guarantee the accuracy, completeness, or suitability of such information and specifications. The CLIENT is solely responsible for the final decision making regarding the deliverables and the implementation of the services. SFS/VISTRADA is not liable for any damages, losses, or liabilities arising from the CLIENT's decisions or actions related to the services.
10. SFS/VISTRADA reserves the right to change the stated deliverables under this Agreement and any subsequent renewals due to standards being superseded or eliminated. Any deliverable adjustment causing a change to the fee will require written authorization by the CLIENT.
11. If there is any discrepancy between the terms of this SOW and the MSA, the provisions of this SOW will prevail.

4 PERIOD OF PERFORMANCE

EFFECTIVE DATE: On issuance of Purchase Order by CLIENT

INITIAL CONTRACT TERM: 12 months from effective date

5 BILLING RATE

$22,500 for 80 hours to be billed.

1. Invoice to be issued at contract signature.
2. Pre-paid hours not used by the end of the 12-month term will be forfeited.
3. Expenses shall be charged by VISTRADA in accordance with written CLIENT guidelines.
4. Fees and expenses will be paid within 30 days of receipt of the invoice.
5. Standard services approved and performed at the client request outside the scope of this project will be billed as follows:
    - Associate Consultant: $175/hour
    - Consultant: $200/hour
    - Senior Consultant: $250/hour
    - Manager: $300/hour
    - Director: $350/hour
    - Executive: $400/hour
6. Incident response coordination services approved and performed at the client request will be discounted from industry standard rates and billed as follows:
    - Associate Consultant: $250/hour *(industry standard rate: $350/hour)*
    - Consultant: $300/hour *(industry standard rate: $400/hour)*
    - Senior Consultant: $400/hour *(industry standard rate: $500/hour)*
    - Manager: $500/hour *(industry standard rate: $600/hour)*
    - Director: $600/hour *(industry standard rate: $700/hour)*
    - Executive: $700/hour *(industry standard rate: $800/hour)*

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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 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 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.

County's Right to Audit. Semper Feye Solutions 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 Semper Feye Solutions which are directly pertinent to the services to be performed and amounts expended under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Semper Feye Solutions agrees that County shall have access during normal working hours to all necessary Semper Feye Solutions 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 Semper Feye Solutions reasonable advance notice of intended audits.

6 THIRD-PARTY TERMS

Use of SFS/VISTRADA products and services constitutes agreement to be bound by these third-party terms which are incorporated into your agreement by this reference.

1. The terms applicable to **Apptega** products and services can be found at https://www.apptega.com/terms
2. The terms applicable to **Microsoft 365** products and services can be found at https://www.microsoft.com/licensing/terms/productoffering/Microsoft365/MOSA
3. The terms applicable to **Azure** products and services can be found at https://azure.microsoft.com/en-us/support/legal/
4. The terms applicable to **Knowbe4** products and services can be found at https://www.knowbe4.com/terms
5. The terms applicable to **Clone Systems** products and services can be found at http://www.clone-systems.com/legal

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:
2025-1382679

Date Filed:
10/29/2025

Date Acknowledged:
10/30/2025

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

Semper Feye 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.

2026-084
Semper Feye - PCI Assessment - Taxation vCISO managed 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:
2025-1382679

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Semper Feye Solutions, Inc.
Austin, TX United States

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Williamson County

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2026-084
Semper Feye - PCI Assessment - Taxation vCISO managed services

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

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

6 UNSWORN DECLARATION

My name is [redacted], 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 29 day of Oct. (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **34.**

Meeting Date: 11/18/2025

Approval of the Agreement for Construction Services No. 2026-095 with Workplace Solutions, Inc. for the Road and Bridge Department Office Buildout 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. 2026-095 between Williamson County and Workplace Solutions, Inc. for the Road and Bridge Department Office Buildout in the not-to-exceed amount of Ninety Thousand Eight Hundred Seventy Dollars and Sixty-Four Cents ($90,870.64) pursuant to Sourcewell's Cooperative Contract #091423-TKN and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Workplace Solutions, Inc. is for the Road and Bridge Office Buildout, located at The Williamson County Road & Bridge (R&B) Office, 3151 SE Inner Loop, Georgetown, TX 78626 Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0200.0210.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

1295 Form Workplace Solutions, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:37 PM
Form Started By: Michelle McKinney		Started On: 11/04/2025 09:49 AM
Final Approval Date: 11/10/2025		

Agreement for Construction Services

(Cooperative Contract Sourcewell #091423-TKN)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Workplace Solutions, 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 Road and Bridge (R&B) office Buildout (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Ninety Thousand Eight Hundred Seventy Dollars and Sixty-Four Cents ($90,870.64)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **sixty (60) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees

that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

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

5.4 Decisions To Withhold Certification

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

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

bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

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

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

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

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

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

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

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

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

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

5.9 Final Completion and Final Payment

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

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

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any

Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

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

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 BONDS: INTENTIALLY 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;

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

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

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

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

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

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

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

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

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract Sourcewell #091423-TKN; 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 Sourcewell #091423-TKN; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Workplace Solutions, Inc.
By: _____	By: Lesle Hinds
Printed Name: _____	Printed Name: Lesle Hinds
Title: _____	Title: Controller
Date: _____	Date: 11/7/2025

Exhibit “A”

Plans and Specifications

Location of Work: Williamson County Road & Bridge (R&B) Office, 3151 SE Inner Loop, Georgetown, TX 78626

Scope of Work:
Contractor to provide the following services for Owner to be installed at the above address:

Line	Quantity	Description 11/7/	Unit Price	Extended
1	6 Each	33661 GE 6-Outlet Surge protected power strip. black, 10' cord Tag: Tag TG: 01- OFFICES Tag GC: PO.01-B	$23.80	$142.80
2	6 Each	BFDSS241872FR--~SrcLam-87-~Source-87-9-~Mica-68-K Tower w Drawers - Solid Door - Touch_Door/Pulls_Draw., 24"d x 18"w x 72"h, File/File, Right Side Door and Drawer Front Finish: ~SrcLam: Source Laminate Source Laminate:87:Basalt Walnut Case Finish:~Source: Source Laminate Source Laminate:87:Basalt Walnut Pull Style:9:Rectangular Pull Finish:~Mica:Mica Colors Mica Colors:68:Anthracite (Satin) Key Style:K:Key Alike Tag: Tag TG: 01- OFFICES Tag GC: PO.01-B	$869.31	$5,215.86
3	6 Each	UNWR2460--~A-2S-8-4S-~ Rectangular Worksurface, 24"d x 60"w Surface Finishes:~A: Foundation Laminate Foundation Laminate:2S:Greystone Edge Trim Style:8:Flat Trim Edge Trim Colors:4S:Greystone Grommet Option:~:No Grommet Tag: Tag TG: 01- OFFICES Tag GC: PO.01-B	$203.65	$1,221.90
4	6 Each	YEEE08--~Foundat-52-E Vertical Wire Carrier Cable Manager, hiSpace Workstation - Adjustment Range 22.6"-48.7" Leg Cover Finish:~Foundat: Foundation Colors Foundation Finish Colors:52:Ebony (Satin) Vertical Wire Carrier Finish:E: Ebony Coordinate Tag: Tag TG: 01- OFFICES Tag GC: PO.01-B	$102.44	$614.64
		YEWH30--01-~Foundat-52-Y		

5	6 Each	Wire Management Hammock, 30"w Hammock Finish:01:Dark Grey Foundation, Mica or Accent Colors:~Foundat: Foundation Colors Foundation Finish Colors:52:Ebony (Satin) Wire Loom:Y:Yes Tag: Tag TG: 01- OFFICES Tag GC: PO.01-B	$111.13	$667.98
6	6 Each	YSK9E23--52 hiSpace Slide Electric Height-Adjustable Base Only, Extended Range (22.6" - 48.7"), 23"d Base Finish:52:Ebony Tag: Tag TG: 01- OFFICES Tag GC: PO.01-B	$507.90	$3,047.40
7	6 Each	SOKL02 Set of Keys Alike, 2 Sets of Cores Tag: Tag TG: 01- OFFICES Tag GC: PO.01-B	$0.00	$0.00
8	1 Each	CENT MAIN FAC WALLS PRODUCT CENTRAL MAINTENANCE FACILITY WALLS	$9,030.62	$9,030.62
9	1 Each	ROAD & BRIDGE FACILITY WALLS PRODUCT ROAD & BRIDGE FACILITY WALLS PRODUCT	$50,053.44	$50,053.44
10	1 Each	WALLS FREIGHT FREIGHT FOR WALLS FOR CENTRAL MAINTENANCE FACILITY AND ROAD & BRIDGE WALLS	$1,820.00	$1,820.00
11	1 Each	LABOR DELIVERY AND INSTALLATION OF ALTOS WALL PRODUCT FOR CENTRAL MAINTENANCE FACILITY AND ROAD & BRIDGE. DELIVERY AND INSTALLATION OF HA TABLES & STORAGE. NORMAL BUSINESS HOURS, ONE TRIP	$19,056.00	$19,056.00

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:
2025-1383690

Date Filed:
10/31/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
WORKPLACE SOLUTIONS, 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.
091243-TKN
Road and Bridge (R&B) Office Buildout

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
WORKPLACE SOLUTIONS, INC	DALLAS, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in Dallas County, State of Texas, on the 31st day of October (month), 20 25 (year).

Lesle Hinds

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:
2025-1383690

Date Filed:
10/31/2025

Date Acknowledged:
11/04/2025

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

WORKPLACE SOLUTIONS, 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.

091243-TKN
Road and Bridge (R&B) Office Buildout

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

Commissioners Court - Regular Session **35.**

Meeting Date: 11/18/2025

Approval of the Agreement for Construction Services No. 2026-096 with Falkenberg Construction Co, Inc. for the Medic 11 Dumpster Enclosure Project 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. 2026-096 between Williamson County and Falkenberg Construction Co, Inc. for the Medic 11 Dumpster Enclosure Project in the not-to-exceed amount of Sixty-One Thousand Six Hundred Ten and 97/100 Dollars ($61,610.97) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co, Inc. is for the Medic 11 Dumpster Enclosure located at 1781 E Old Settlers Park, Round Rock, TX 78664. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached on Exhibit A. The funding source is 01.0100.0509.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 Falkenberg Construction Co. Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 04:27 PM
Form Started By: Michelle McKinney		Started On: 11/06/2025 03:11 PM
Final Approval Date: 11/10/2025		

Agreement for Construction Services

(Cooperative Contract Buy Board #728-24)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Medic 11 Dumpster Enclosure (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 **Sixty-One Thousand Six Hundred Ten and 97/100 Dollars ($61,610.97)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **Sixty (60) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees

that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

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

5.4 Decisions To Withhold Certification

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

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

bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

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

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

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

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

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

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

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

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

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

5.9 Final Completion and Final Payment

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

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

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

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

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

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

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

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

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

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

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

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

i. a certificate of coverage, prior to the other person beginning work on the Project; and

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

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

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

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

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

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

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

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

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

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 INTENTIONALLY DELETED

ARTICLE 13 MISCELLANEOUS PROVISIONS:

13.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for

payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

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

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

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

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

13.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

13.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the

desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

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

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

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

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

13.13 Tax Exemption. Pursuant to Texas Tax Code §151.309, as a political subdivision, Owner claims exemption from sales and use taxes and will provide exemption certificates upon written request. Owner shall be liable to reimburse or pay any taxes, charges, or fees assessed against Contractor.

13.14 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 Buy Board #728-24; 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 Buy Board #728-24; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Falkenberg Construction Co., Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: 04 Nov 2025

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Medic 11, 1781 E Old Settlers Park, Round Rock, TX 78664

Scope of Work:
Contractor shall perform the following work:
Construction Single Dumpster Enclosure for Medic 11 Station
Design to match Jester Annex's Dumpster Enclosure but re-size for one (1) dumpster

- **Sawcut, remove, and dispose of existing asphalt and debris in the enclosure footprint and approach area.**
- **Grade and compact subgrade to proper elevation for new concrete and footings**
- **Form continuous 2'-0" wide x 2'-0" deep reinforced concrete footing around perimeter to support CMU walls.**
- **Pour 6" thick reinforced concrete slab with #4 rebar @ 12" O.C. each way (E.W.).**
- **Construct three CMU walls (two sides and back)**
  - **Use 8" split-face CMU to match existing (as close as possible) to Medic 11 exterior**
  - **Install masonry cap on top of all walls**
- **Provide & Install (3) bollards behind dumpster location, 4'-0" tall above slab**

- **Fabricate, install, and finish double-swing metal gates for the dumpster enclosure, including steel posts, hardware, sheet-metal facing, and final adjustments for full functionality and alignment.**
- **Provide and set 6" diameter steel gate posts**
- **Fabricate gate panels to match existing enclosure style and dimensions:**
  - **Gate size: approximately 6'-0" high x 5'-6" wide each leaf**
  - **Constructed of 2" x 2" x 11 ga square tubing frame, welded and reinforced**
- **Install heavy-duty hinges rated for commercial sanitation use, welded to posts.**

- **Install corrugated tin (sheet metal) on the gate faces to match existing enclosure finish and color**

- **Daily and final clean**

Exclusions:
Sales tax, overtime, permit fees
MEP Work
Landscaping or irrigation
Pavement striping or signage
Stamped Drawings
Asphalt or paving beyond the concrete pad
Un-marked underground utilities

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1384922

Date Filed:
11/04/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Willamson 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.
664.25
Medic 11 Dumpster Enclosure

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, JOHN	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted]

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

Executed in Tarrant County, State of Texas, on the 4th day of November (month) 20 25 (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1384922

Date Filed:
11/04/2025

Date Acknowledged:
11/06/2025

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Willamson 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.

664.25
Medic 11 Dumpster Enclosure

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, JOHN	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **36.**

Meeting Date: 11/18/2025

Approval of the Agreement for Construction Services No. 2026-097 with Falkenberg Construction Co, Inc. for the ESOC Cube Space Conversion 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. 2026-097 between Williamson County and Falkenberg Construction Co, Inc. for the Emergency Services Operation Center (ESOC) Cube Space Conversion in the not-to-exceed amount of Forty-Three Thousand Two Hundred Eighty-Two Dollars and 13/100 ($43,282.13) pursuant to BuyBoard Cooperative Contract #728-24 and authorize execution of the agreement.

Background

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co, Inc. is for the ESOC Cube Space Conversion located in Georgetown, TX 78664. Contract Audit and General Counsel have reviewed. A detailed Scope of Work is attached. The funding source is 01.0100.0509.004509 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Form 1295 Falkenberg Construction Co. Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:47 PM
Form Started By: Michelle McKinney		Started On: 11/06/2025 03:36 PM
Final Approval Date: 11/10/2025		

Agreement for Construction Services

(Cooperative Contract #Buy Board #728-24)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Emergency Service Operations Center Cubicle Space Conversion (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Forty-Three Thousand Two Hundred Eighty-Two Dollars and 13/100 ($43,282.13)** in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit "A"**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **sixty (60) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees

that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

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

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

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

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

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

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

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

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

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

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

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

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

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

5.3 Certificates For Payment

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

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

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

5.4 Decisions To Withhold Certification

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

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

bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

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

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

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

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

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

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

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

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

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

5.9 Final Completion and Final Payment

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

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

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

.5 INTENTIONALLY DELETED

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

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

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 INTENTIONALLY DELETED
10.2 INTENTIONALLY DELETED
10.3 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;

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

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

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

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

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;

3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract #Buy Board 728-24; 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 # Buy Board 728-24; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Falkenberg Construction Co., Inc.
By: _____	By: _____
Printed Name: _____	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: 04 Nov 2025

Exhibit "A"

Plans and Specifications

Location of Work: ESOC Cube Space Conversion, 911 Tracy Chambers Lane, Georgetown, TX

Scope of Work:
Contractor to perform the following work:

Division 9 - Finishes
Cover and protect existing finishes
Cover and protect existing flooring
Open Drywall above ceiling grid in hallway for new electrical run
Open Drywall as required in new ESOC Cube Space for new electrical run
Make penetrations through the CMU (Corridor 37A) into the (EOC 39) Wall
Including Metal Stud Framing and Blocking as Required
Including Wall Insulation as Required
Tape, Float, & Paint to Match Existing at ALL repair locations
Patch Flooring with Owner Provided Attic Stock*All compliance fees are included in the total

Overhead and Wall Raceway Rough-in
Provide (1) New ¾" EMT Raceway from the nearest available electrical panelboard located in Corridor 37B
Coordinate with the Owner as to which panelboard is preferred
Conduit to be surface mounted above ceiling and attached to the structure pull box installed per local and NEC codes as well as the Owner above ceiling specifications
In wall Raceways to be FMC (Flexible Metal conduit) where flexibility is required to be installed in a neat and workmanlike manner,
Route ¾" EMT conduit into the Dividing Wall into an 8x8 in-Wall junction box to act as a HR box and a transition point for the underfloor raceways to branch to the "New" Demountable wall HR cables

Underfloor Raceway
Remove raised floor squares to allow access below to install raceways and junction boxes as required to connect the in-wall HR junction box (LINE 4.) to the demountable wall power cables
There will be in floor junction boxes as the Demountable walls have premanufactured whips that are less than 5' whips that are less than 5'

Circuitry and Devices
Install (2) New dedicated 20a, 3W, 1 Phase, 120v circuits and re-use (1) "Existing" however will need final electrical specs form manufacturer to verify no additional circuits are needed/ require
Circuitry to include the following:
#10 CU, THHN, Conductors from the Panelboard to the in-wall HR junction box and transition to #12 THHN, CU, Conductors at the point of transition to the manufacturer wiring.
Provide and install (2) "New" 20A, SPST, 120v, Over Current Protection Devices
Daily & Final Cleanup

Exclusions:
Sales tax, overtime, permit fees
Any Mechanical/HVAC Work
Any Work to the Fire Suppression System Any Security Work
After Hours Work
Any work outside the SOW
Abatement of any type
Structural framing

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:
2025-1385145

Date Filed:
11/04/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

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.
608.25
ESOC Cube Space Conversion

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Moses Gomez, 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 Tarrant County, State of Texas, on the 4th day of November (month) 20 25 (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1385145

Date Filed:
11/04/2025

Date Acknowledged:
11/06/2025

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Willamson County Facilites

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.

608.25
ESOC Cube Space Conversion

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, John	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

Commissioners Court - Regular Session **37.**

Meeting Date: 11/18/2025

Final Plat for the Atlas Ranch Phase 1 Section 1 subdivision – Pct 4

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying and approving the final plat for the Atlas Ranch Phase 1 Section 1 subdivision – Precinct 4.

Background

This is the first section of the Atlas Ranch Ph 1 Sec 1 subdivision. It consists of 225 residential lots, 3 open space lots, 1 pond lot, 1 wastewater treatment plan lot, 1 utility lot, and 10,105 linear feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $5,233,859.34 has been posted with the County to cover the cost of the remaining construction. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this final plat in order to meet the review timelines set forth in House Bill 3167.

Timeline

2025-05-06 – initial submittal of the final plat
2025-06-05 – 1st review complete with comments
2025-06-27 – 2nd submittal of final plat
2025-07-11 – 2nd review complete with comments
2025-08-20 – 3rd submittal of final plat
2025-09-04 – 3rd review complete with comments
2025-09-15 – 4th submittal of final plat
2025-09-29 – 4th review complete with comments
2025-09-29 – 5th submittal of final plat
2025-10-13 – 5th review complete with comments
2025-10-14 – 6th submittal of final plat
2025-10-14 – 6th review complete with comments cleared
2025-10-27 – receipt of final plat with signatures
2025-11-10 – County Engineer approval letter sent
2025-11-10 – final plat placed on the November 18th, 2025 Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

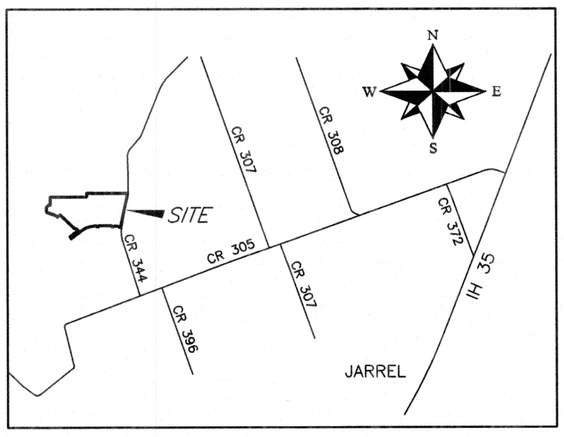
Attachments

Final Plat (CC) Atlas Ranch Ph 1 Sec 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2025 06:46 PM
Form Started By: Misti Schulz		Started On: 11/10/2025 12:59 PM
Final Approval Date: 11/10/2025		

ATLAS RANCH PHASE 1 SECTION 1

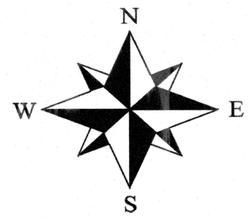


LOCATION MAP
(NOT TO SCALE)

LEGEND

●	1/2" IRON ROD FOUND
○	IRON ROD WITH G&R CAP SET
■	BENCHMARK
WWTF	WASTEWATER TREATMENT FACILITY
UL	UTILITY LOT
BL	BUILDING SETBACK LINE
WQE	WATER QUALITY EASEMENT
MFFE	MINIMUM FINISHED FLOOR ELEVATION
—FEMA—	100 YEAR FEMA ZONE AE FLOODPLAIN
—500YR—	500 YEAR FEMA FLOODPLAIN
—100—	100 YEAR PROPOSED FLOODPLAIN PER GRAY
▬▬	500 YEAR FLOODPLAIN PER BGE STUDY
— — —	SALADO CREEK UNNAMED TRIBUTARY CENTERLINE
— · · —	50' TCEQ WPAP BOUNDARY

SUBMITTAL DATE: MAY 6, 2025



1"=100'

0 50 100 200 400

BEARING BASIS: TEXAS CENTRAL ZONE
STATE PLANE COORDINATES (NAD 83)

SHEET 1 MATCHLINE SHEET 2

REMAINDER OF 673.33 AC.
ATLAS RANCH HOLDINGS, LP
DOC. NO. 2021159264

ACCESS ESMT.
DOC. NO. 2025063991

DEED LINE

N01°06'22"W 120.00'

N88°53'38"E 1130.13'

SHADYSIDE DRIVE (50' R.O.W.)

S88°53'38"W 690.37'

N01°06'22"W 240.79'

REMAINDER OF 264.69 AC.
ATLAS RANCH HOLDINGS, LP
DOC. NO. 2021159259

24 POND

25 WWTF

100 YEAR FEMA ZONE AE FLOODPLAIN

500 YEAR FLOODPLAIN PER FEMA PANEL
48491C0125F DATED DECEMBER 20, 2019

SALADO CREEK FEMA FIS 500 YEAR FLOODPLAIN
PER STUDY BY BGE, INC., OCTOBER 2023

N71°47'20"W 308.06'

S53°04'29"W 111.67'

SALADO CREEK UNNAMED TRIBUTARY CENTERLINE

20' WATER QUALITY ESMT.
DOC. NO. 2025064000

N47°57'01"W 599.35'

S47°57'01"E 574.67'

N88°53'38"E 416.27'

MOUNT OLIVER DRIVE (50' R.O.W.)

N88°53'38"E 148.91'

SHADYSIDE DRIVE (50' R.O.W.)

N70°58'24"W 86.92'

WINDGAP DRIVE
(70' R.O.W.)

N43°40'45"E 85.08'

S43°40'45"W 85.08'

ALLEGHENY DRIVE (50' R.O.W.)

N88°53'38"E 185.00'

ATLAS 14 100 YEAR PROPOSED FLOODPLAIN
PER STUDY BY GRAY ENGINEERING, INC. AUGUST 2024

WATER FACILITY ESMT.
DOC. NO. 2025063995

WASTEWATER ESMT.
DOC. NO. 2025064001

WATER ESMT.
DOC. NO. 2025063998

WATER ESMT.
DOC. NO. 2025063999

WATER ESMT.
DOC. NO. 2025063996

ACCESS ESMT.
DOC. NO. 2025050594

ELIJAH DAVIS SURVEY,
ABS. NO. 172

SHEET 1 MATCHLINE SHEET 2

BENCHMARK INFORMATION:

BM 10
COTTON GIN SPINDLE SET IN ASPHALT
LOCATED APPROXIMATELY 77 FEET SOUTH OF
THE SOUTHEAST PROPERTY CORNER OF 264.69 ACRE
ATLAS RANCH HOLDINGS, LP PARENT TRACT *(2021159259)*
GRID NORTHING: 10278833.83
GRID EASTING: 3144383.06
ELEVATION: 786.69'

BM 11
SQUARE CUT IN CONCRETE BASE OF MAILBOX PAD
LOCATED APPROXIMATELY 10 FEET SOUTH
OF THE NORTHEAST PROPERTY CORNER
GRID NORTHING: 10280659.42
GRID EASTING: 3144394.93
ELEVATION: 792.74'

TEXAS COORDINATE SYSTEM (4203 – CENTRAL ZONE)
NAVD 88 – GEOID '18

LAND USE TABLE

DESCRIPTION	NO.
RESIDENTIAL	225
OPEN SPACE	3
POND	1
W.W.T.P.	1
UTILITY	1
TOTAL	231

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

ATLAS RANCH PHASE 1 SECTION 1

N

W E

S

1"=100'

0 50 100 200 400

BEARING BASIS: TEXAS CENTRAL ZONE
STATE PLANE COORDINATES (NAD 83)

190.00 AC.
CRITCHFIELD CONSERVATION PRESERVE, LLC-SERIES CR 344
DOC. NO. 2020042616

ELIJAH DAVIS SURVEY,
ABS. NO. 172

SHEET 1
MATCHLINE
SHEET 2

POB
TBM 11

N88°53'38"E 1271.62'

GLEN HAZEL ROAD
(120' R.O.W.)

DEED LINE

N01°06'22"W 120.00'

VARGO KNOLL (60' R.O.W.)

N88°53'38"E 1033.93'

S88°53'38"W 807.12'

CECIL CIRCLE (50' R.O.W.)

N88°53'38"E 185.00'

N88°53'38"E 190.00'

VARGO KNOLL (50' R.O.W.)

KNOXVILLE GLEN DRIVE (50' R.O.W.)

N88°53'38"E 190.00'

S88°53'38"W 190.00'

CECIL CIRCLE (50' R.O.W.)

N88°53'38"E 228.43'

FAIRYWOOD PLACE (50' R.O.W.)

S88°53'38"W 160.54'

CECIL CIRCLE (50' R.O.W.)

S11°08'20"W 927.16'
COUNTY ROAD 344
(R.O.W. VARIES)

S11°08'20"W 695.79'

N88°53'38"E 436.60'

S88°53'38"W 443.65'

53 OPEN SPACE

S88°53'38"W 435.74'

WINDGAP DRIVE
(70' R.O.W.)

S88°53'38"W 184.10'

OPEN SPACE

S88°53'38"W 381.53'

S06°25'26"W 149.80'

S06°25'26"W 160.55'

100 YEAR FEMA ZONE AE FLOODPLAIN

50' TCEQ WPAP BOUNDARY

ATLAS 14 100 YEAR PROPOSED FLOODPLAIN
PER STUDY BY GRAY ENGINEERING, INC. AUGUST 2024

WATER ESMT.
DOC. NO. 2025063996

WATER ESMT.
DOC. NO. 2025063997

ACCESS ESMT.
DOC. NO. 2025050594

WATER FACILITY ESMT.
DOC. NO. 2025063994

REMAINDER OF 264.69 AC.
ATLAS RANCH HOLDINGS, LP
DOC. NO. 2021159259

SHEET 1
MATCHLINE
SHEET 2

C&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

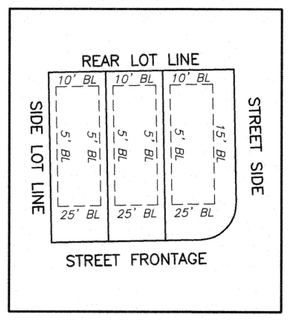
ATLAS RANCH PHASE 1 SECTION 1

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT	NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD LENGTH	TANGENT
C1	89°59'38"	25.00'	39.27'	N38°34'23"W	35.35'	25.00'	C76	34°06'00"	50.00'	29.76'	N27°10'44"E	29.32'	15.33'
C2	4°06'25"	765.00'	54.83'	N85°37'24"W	54.82'	27.43'	C77	49°25'29"	50.00'	43.13'	N14°35'00"W	41.81'	23.01'
C3	93°25'45"	25.00'	40.77'	S45°36'31"W	36.40'	26.54'	C78	4°14'57"	25.00'	1.85'	S37°10'16"E	1.85'	0.93'
C4	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C79	43°56'26"	25.00'	19.17'	S13°04'35"E	18.71'	10.09'
C5	88°31'22"	25.00'	38.63'	S44°37'57"W	34.90'	24.36'	C80	4°31'41"	25.00'	1.98'	S11°09'29"W	1.98'	0.99'
C6	91°28'38"	25.00'	39.91'	N45°22'03"W	35.81'	25.65'	C81	43°39'42"	25.00'	19.05'	S35°15'10"W	18.59'	10.01'
C7	45°12'53"	730.00'	576.08'	S66°17'12"W	561.24'	303.98'	C82	32°00'56"	50.00'	27.94'	N41°04'33"E	27.58'	14.34'
C8	14°48'55"	800.00'	206.86'	S51°05'13"W	206.28'	104.01'	C83	38°07'04"	50.00'	33.26'	N06°00'34"E	32.65'	17.27'
C9	14°48'55"	730.00'	188.76'	N51°05'13"E	188.24'	94.91'	C84	38°08'18"	50.00'	33.28'	N32°07'07"W	32.67'	17.28'
C10	90°00'22"	25.00'	39.27'	S51°25'37"W	35.36'	25.00'	C85	38°09'47"	50.00'	33.30'	N70°16'10"W	32.69'	17.30'
C11	7°32'10"	835.00'	109.83'	N87°20'17"W	109.75'	54.99'	C86	49°56'42"	50.00'	43.59'	S65°40'36"W	42.22'	23.29'
C12	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C87	2°30'59"	25.00'	1.10'	N41°57'44"E	1.10'	0.55'
C13	90°00'00"	25.00'	39.27'	N43°53'38"E	35.36'	25.00'	C88	45°40'24"	25.00'	19.93'	N66°03'26"E	19.41'	10.53'
C14	48°11'23"	25.00'	21.03'	S67°00'41"E	20.41'	11.18'	C89	35°49'51"	25.00'	15.63'	S73°11'27"E	15.38'	8.08'
C15	176°22'46"	50.00'	153.92'	N48°53'38"E	99.95'	1581.95'	C90	12°21'32"	25.00'	5.39'	S49°05'45"E	5.38'	2.71'
C16	48°11'23"	25.00'	21.03'	N15°12'03"W	20.41'	11.18'	C91	46°44'16"	50.00'	40.79'	N66°17'07"W	39.66'	21.60'
C17	48°11'23"	25.00'	21.03'	N32°59'19"E	20.41'	11.18'	C92	34°22'39"	50.00'	30.00'	S73°09'25"W	29.55'	15.47'
C18	196°22'46"	50.00'	171.37'	N41°06'22"W	98.98'	347.42'	C93	34°22'39"	50.00'	30.00'	S38°46'47"W	29.55'	15.47'
C19	48°11'23"	25.00'	21.03'	S64°47'57"W	20.41'	11.18'	C94	34°22'39"	50.00'	30.00'	S04°24'08"W	29.55'	15.47'
C20	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C95	36°30'33"	50.00'	31.86'	S31°02'28"E	31.32'	16.49'
C21	90°00'00"	25.00'	39.27'	S43°53'38"W	35.36'	25.00'	C96	34°49'28"	25.00'	15.19'	N31°53'01"W	14.96'	7.84'
C22	48°11'23"	25.00'	21.03'	N67°00'41"W	20.41'	11.18'	C97	13°21'55"	25.00'	5.83'	N07°47'20"W	5.82'	2.93'
C23	186°22'46"	50.00'	162.65'	S43°53'38"W	99.85'	897.21'	C98	3°04'44"	325.00'	17.46'	S02°38'44"E	17.46'	8.73'
C24	48°11'23"	25.00'	21.03'	S25°12'03"E	20.41'	11.18'	C99	6°32'53"	325.00'	37.14'	S07°27'32"E	37.12'	18.59'
C25	46°50'39"	325.00'	265.71'	S24°31'41"E	258.38'	140.79'	C100	6°32'53"	325.00'	37.14'	S14°00'26"E	37.12'	18.59'
C26	11°39'48"	275.00'	55.98'	S42°07'07"E	55.88'	28.09'	C101	6°32'53"	325.00'	37.14'	S20°33'19"E	37.12'	18.59'
C27	86°56'15"	25.00'	37.93'	S07°10'54"W	34.40'	23.70'	C102	6°32'53"	325.00'	37.14'	S27°06'12"E	37.12'	18.59'
C28	3°31'53"	800.00'	49.31'	N45°26'42"E	49.30'	24.66'	C103	6°32'53"	325.00'	37.14'	S33°39'05"E	37.12'	18.59'
C29	86°13'51"	25.00'	37.63'	S79°17'05"E	34.17'	23.41'	C104	6°32'53"	325.00'	37.14'	S40°11'58"E	37.12'	18.59'
C30	31°17'38"	800.00'	436.95'	N73°14'49"E	431.54'	224.07'	C105	4°28'36"	325.00'	25.39'	S45°42'43"E	25.39'	12.70'
C31	90°00'00"	25.00'	39.27'	N43°53'38"E	35.36'	25.00'	C106	5°26'04"	275.00'	26.08'	N45°13'58"W	26.07'	13.05'
C32	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C107	6°13'43"	275.00'	29.90'	N39°24'05"W	29.88'	14.96'
C33	48°11'23"	25.00'	21.03'	S64°47'57"W	20.41'	11.18'	C108	3°26'24"	800.00'	48.03'	S48°55'50"W	48.02'	24.02'
C34	186°22'46"	50.00'	162.65'	N46°06'22"W	99.85'	897.21'	C109	6°58'17"	800.00'	97.34'	S47°09'54"W	97.28'	48.73'
C35	48°11'23"	25.00'	21.03'	N22°59'19"E	20.41'	11.18'	C110	20°36'26"	25.00'	8.99'	S46°28'22"E	8.94'	4.54'
C36	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C111	65°37'25"	25.00'	28.63'	S89°35'18"E	27.09'	16.12'
C37	90°00'00"	25.00'	39.27'	S43°53'38"W	35.36'	25.00'	C112	32°53'42"	815.00'	467.91'	S72°26'47"W	461.51'	240.60'
C38	43°09'21"	325.00'	244.79'	S20°28'19"W	239.05'	128.53'	C113	23°34'41"	25.00'	10.29'	N10°40'59"E	10.22'	5.22'
C39	90°00'00"	25.00'	39.27'	S02°57'01"E	35.36'	25.00'	C114	66°25'19"	25.00'	28.98'	N55°40'59"E	27.39'	16.37'
C40	11°46'52"	325.00'	66.83'	S42°03'35"E	66.71'	33.53'	C115	0°31'57"	815.00'	7.57'	S88°37'40"W	7.57'	3.79'
C41	90°00'00"	25.00'	39.27'	S87°02'59"W	35.36'	25.00'	C116	2°48'50"	815.00'	40.03'	S86°57'16"W	40.02'	20.02'
C42	90°00'00"	25.00'	39.27'	N02°57'01"W	35.36'	25.00'	C117	2°49'19"	815.00'	40.14'	S84°08'11"W	40.14'	20.08'
C43	46°50'39"	155.00'	126.73'	N65°28'19"E	123.23'	67.15'	C118	2°50'14"	815.00'	40.36'	S81°18'24"W	40.35'	20.18'
C44	90°00'00"	25.00'	39.27'	S46°06'22"E	35.36'	25.00'	C119	2°51'35"	815.00'	40.68'	S78°27'30"W	40.67'	20.34'
C45	43°09'21"	275.00'	207.13'	S20°28'19"W	202.27'	108.76'	C120	2°53'24"	815.00'	41.11'	S75°35'01"W	41.10'	20.56'
C46	46°53'57"	205.00'	167.80'	N65°26'39"E	163.16'	88.92'	C121	8°16'06"	815.00'	117.61'	S70°00'16"W	117.51'	58.91'
C47	90°03'18"	25.00'	39.29'	S87°01'20"W	35.37'	25.02'	C122	9°52'17"	815.00'	140.41'	S60°56'04"W	140.24'	70.38'
C48	46°50'39"	275.00'	224.84'	N24°31'41"W	218.63'	119.13'	C123	2°04'01"	25.00'	0.90'	S87°51'37"W	0.90'	0.45'
C49	90°00'00"	25.00'	39.27'	N43°53'38"E	35.36'	25.00'	C124	46°07'22"	25.00'	20.12'	S63°45'56"W	19.59'	10.64'
C50	90°00'00"	25.00'	39.27'	S46°06'22"E	35.36'	25.00'	C125	36°36'39"	50.00'	31.95'	N59°00'35"E	31.41'	16.54'
C51	90°00'00"	25.00'	39.27'	S43°53'38"W	35.36'	25.00'	C126	36°11'44"	50.00'	31.59'	S84°35'14"E	31.06'	16.34'
C52	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C127	36°11'44"	50.00'	31.59'	S48°23'30"E	31.06'	16.34'
C53	90°00'00"	25.00'	39.27'	N43°53'38"E	35.36'	25.00'	C128	36°11'44"	50.00'	31.59'	S12°11'46"E	31.06'	16.34'
C54	90°00'00"	25.00'	39.27'	S46°06'22"E	35.36'	25.00'	C129	41°10'55"	50.00'	35.94'	S26°29'33"W	35.17'	18.78'
C55	90°00'00"	25.00'	39.27'	S43°53'38"W	35.36'	25.00'	C130	32°31'18"	25.00'	14.19'	N30°49'22"E	14.00'	7.29'
C56	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C131	15°40'05"	25.00'	6.84'	N06°43'40"E	6.82'	3.44'
C57	90°00'00"	25.00'	39.27'	N43°53'38"E	35.36'	25.00'	C132	4°09'44"	325.00'	23.61'	N00°58'30"E	23.60'	11.81'
C58	90°00'00"	25.00'	39.27'	S46°06'22"E	35.36'	25.00'	C133	6°32'53"	325.00'	37.14'	N06°19'48"E	37.12'	18.59'
C59	90°00'00"	25.00'	39.27'	S43°53'38"W	35.36'	25.00'	C134	6°32'53"	325.00'	37.14'	N12°52'42"E	37.12'	18.59'
C60	90°00'00"	25.00'	39.27'	N46°06'22"W	35.36'	25.00'	C135	6°32'53"	325.00'	37.14'	N19°25'35"E	37.12'	18.59'
C61	90°00'00"	25.00'	39.27'	N43°53'38"E	35.36'	25.00'	C136	6°32'53"	325.00'	37.14'	N25°58'28"E	37.12'	18.59'
C62	100°00'00"	25.00'	43.63'	S41°06'22"E	38.30'	29.79'	C137	12°48'05"	325.00'	72.61'	N35°38'57"E	72.46'	36.46'
C63	80°00'00"	25.00'	34.91'	S48°53'38"W	32.14'	20.98'	C138	6°04'51"	325.00'	34.49'	N44°54'35"W	34.48'	17.26'
C64	23°35'03"	25.00'	10.29'	N18°12'58"E	10.22'	5.22'	C139	5°42'00"	325.00'	32.33'	N39°01'09"W	32.32'	16.18'
C65	66°25'19"	25.00'	28.98'	N63°13'09"E	27.39'	16.37'	C140	16°37'46"	275.00'	79.82'	N07°12'31"E	79.54'	40.19'
C66	7°32'10"	850.00'	111.80'	N87°20'17"W	111.72'	55.98'	C141	18°53'00"	275.00'	90.63'	N24°57'54"E	90.22'	45.73'
C67	1°52'33"	850.00'	27.83'	N84°30'29"W	27.83'	13.92'	C142	7°38'36"	275.00'	36.69'	N38°13'42"E	36.66'	18.37'
C68	3°41'14"	850.00'	54.70'	N87°17'22"W	54.69'	27.36'	C143	8°59'24"	205.00'	32.17'	S84°23'56"W	32.13'	16.12'
C69	1°58'23"	850.00'	29.27'	S89°52'49"W	29.27'	14.64'	C144	9°57'52"	205.00'	35.65'	S74°55'18"W	35.61'	17.87'
C70	66°25'19"	25.00'	28.98'	S57°53'43"E	27.39'	16.37'	C145	9°57'52"	205.00'	35.65'	S64°57'26"W	35.61'	17.87'
C71	23°34'41"	25.00'	10.29'	S12°53'43"E	10.22'	5.22'	C146	9°57'52"	205.00'	35.65'	S54°59'34"W	35.61'	17.87'
C72	48°11'23"	25.00'	21.03'	N67°00'41"W	20.41'	11.18'	C147	8°00'57"	205.00'	28.68'	S46°00'10"W	28.66'	14.36'
C73	14°49'27"	50.00'	12.94'	S50°19'43"E	12.90'	6.50'	C148	18°20'44"	275.00'	88.05'	S38°46'39"E	87.68'	44.41'
C74	43°39'11"	50.00'	38.09'	S79°34'02"E	37.18'	20.03'	C149	21°09'02"	275.00'	101.52'	S19°01'46"E	100.94'	51.34'
C75	34°22'39"	50.00'	30.00'	N61°25'04"E	29.55'	15.47'	C150	7°20'53"	275.00'	35.27'	S04°46'48"E	35.24'	17.66'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N83°34'34"W	45.00'
L2	N83°34'12"W	68.76'
L3	N89°35'17"W	50.02'
L4	S87°25'07"W	50.07'
L5	S88°53'38"W	15.86'
L6	N31°30'20"W	70.00'
L7	N47°57'01"W	6.07'
L8	N52°51'35"W	51.71'
L9	N41°26'25"W	58.41'
L10	N08°14'50"W	69.53'
L11	N89°59'59"E	44.01'
L12	S06°25'26"W	31.66'
L13	N83°34'12"W	68.74'
L14	N01°06'22"W	54.43'
L15	S01°06'22"E	60.33'
L16	S47°57'01"E	27.99'
L17	S42°02'59"W	2.99'
L18	N42°02'59"E	2.99'
L19	S01°06'22"E	31.42'
L20	S88°53'38"W	17.43'
L21	N83°34'12"W	91.66'
L22	N52°51'35"W	51.71'
L23	N47°57'01"W	6.32'
L24	N88°53'38"E	25.34'
L25	S12°41'06"E	24.73'
L26	N84°05'55"W	25.00'
L27	S00°52'30"E	50.00'
L28	S00°52'30"E	15.70'
L29	S08°43'28"W	38.52'
L30	S08°43'28"W	4.36'
L31	S00°52'30"E	40.08'
L32	S00°52'30"E	25.62'
L33	S08°43'28"W	42.89'
L34	N88°53'31"E	24.12'
L35	S47°36'56"W	22.74'
L36	N49°49'40"W	22.74'
L37	S46°06'22"E	21.21'
L38	N43°53'38"E	21.21'



TYPICAL BUILDING SETBACKS

* TYPICAL BUILDING SETBACKS APPLIES TO ALL LOTS, WITH THE EXCEPTION OF THOSE LOTS THAT BACK UP TO COUNTY ROAD 344 AND GLEN HAZEL ROAD, IN WHICH A 50' BUILDING SETBACK APPLIES TO THE REAR LOT LINES.

STREET SUMMARY

STREET NAME	R.O.W. WIDTH	LENGTH	CLASSIFICATION	DESIGN SPEED	PAVEMENT WIDTH	RURAL/URBAN	MAINTENANCE AUTHORITY
WINDGAP DRIVE	70 FT.	1,700.00	MAJOR COLLECTOR	40 MPH	48' F-F	URBAN	PUBLIC
ALEGHENY	50 FT.	649.38	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
CECIL CIRCLE	50 FT.	1,953.00	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
DUQUENSE CIRCLE	50 FT.	100.00	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
FAIRYWOOD PLACE	50 FT.	485.00	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
GLEN HAZEL	120 FT.	1,285.27	ARTERIAL	45 MPH	1X27' F-F	URBAN	PUBLIC
KNOXVILLE GLEN DRIVE	50 FT.	680.00	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
MOUNT OLIVER SPUR	50 FT.	396.30	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
SHADYSIDE DRIVE	50 FT.	1,851.46	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
VARGO KNOLL	60 FT.	230.00	MINOR COLLECTOR	35 MPH	40' F-F	URBAN	PUBLIC
VARGO KNOLL	50 FT.	775.00	LOCAL	25 MPH	33' F-F	URBAN	PUBLIC
TOTAL LENGTH		10,105.41					

PLAT NOTES:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

2. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

3. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

4. 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.

5. ALL SIDEWALKS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION (HOA).

6. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

7. WATER AND WASTEWATER SERVICE IS PROVIDED BY ATLAS RANCH MUNICIPAL UTILITIES DISTRICT NO. 1.

8. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

9. BLOCK A, LOTS 24, 25 AND 49 IN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.

10. 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.

11. 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.

12. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FOR BLOCK A, LOTS 24, 25 AND 49, 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.

PLAT NOTES CONTINUED:

13. THE MINIMUM FINISHED FLOOR ELEVATIONS (FFE) FOR LOTS SHOWN ON THIS PLAT WERE DETERMINED BY A STUDY PREPARED BY GRAY ENGINEERING, DATED AUGUST, 2024.

14. 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.

15. 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.

16. 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.

17. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

18. THIS SUBDIVISION IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

19. THE PROPOSED SUBDIVISION COMPLIES WITH THE WILLIAMSON COUNTY LONG RANGE TRANSPORTATION PLAN.

20. A 10 FOOT PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL STREET SIDE FRONTAGE LOTS.

21. POND LOT 24, WWTF LOT 25, AND UTILITY LOT 42, BLOCK A, SHALL BE DEDICATED TO ATLAS RANCH MUD NO. 1.

22. OPEN SPACE LOT 49, BLOCK A; LOT 19, BLOCK D; AND LOT 53, BLOCK H, SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION (HOA).

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

ATLAS RANCH PHASE 1 SECTION 1

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, MATTHEW C. MICHELSEN, MANAGER OF ATLAS RANCH HOLDINGS GP, LLC, THE GENERAL PARTNER OF ATLAS RANCH HOLDINGS, LP, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND BEING A PORTION OF THAT CERTAIN 264.69 ACRE TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021159259 AND A PORTION OF THAT CERTAIN 673.33 ACRE TRACT DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021159264 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS ATLAS RANCH PHASE1 SECTION 1.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS THE 23rd DAY OF OCTOBER, 2025.

ATLAS RANCH HOLDINGS, LP
BY: ATLAS RANCH HOLDINGS GP, LLC, ITS GENERAL PARTNER

BY: _____
NAME: MATTHEW C. MICHELSEN
TITLE: MANAGER
115 E. 5TH STREET, NO. 200, AUSTIN, TX. 76701

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 23rd DAY OF OCTOBER, 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON: 04/16/2028

SHARON MAJORS
MY COMMISSION EXPIRES
04/16/2028
NOTARY ID: 134855352

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. MCLAUGHLIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 20th DAY OF OCTOBER, 2025.

_____
PHILLIP L. MCLAUGHLIN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5300 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NICK MARINO, PE, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT WILLIAMSON COUNTY, TEXAS, THIS 21th DAY OF October, 2025.

_____
NICK MARINO
PROFESSIONAL ENGINEER
NO. 146339 STATE OF TEXAS

STATE OF TEXAS
NICHOLAS A. MARINO
146339
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND 911 ADDRESSING APPROVAL:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF _____ , 20_____ A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____
STEVEN SNELL, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 48.494 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE ELIJAH DAVIS SURVEY, ABSTRACT NO. 172, BEING A PORTION OF THAT CERTAIN 264.69 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO ATLAS RANCH HOLDINGS, LP, IN DOCUMENT NO. 2021159259 AND A PORTION OF THAT CERTAIN 673.33 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO ATLAS RANCH HOLDINGS, LP, IN DOCUMENT NO. 2021159264, BOTH RECORDED IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS; SAID 48.494 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the westerly line of County Road 344 (R.O.W. varies), at the southeasterly corner of that certain 190.00 Acre Tract described in a deed of record to Critchfield Conservation Preserve, LLC-Series CR 344, in Document No. 2020042616, Official Public Records of Williamson County, Texas, same being the most easterly corner of said 673.33 Acre Tract, for the northeasterly corner of the herein described tract;

THENCE with the westerly line of said County Road 344, being in part an easterly line of said 673.33 Acre Tract and in part the easterly line of said 264.69 Acre Tract, the following two (2) courses:

1. S11°08'20"W, a distance of 927.16 feet to a 1/2" iron rod found;
2. S06°25'26"W, a distance of 149.80 feet to an iron rod with "G&R" Cap set, for the southeasterly corner of the herein described tract, from which a 1/2" iron rod found in the westerly line of said County Road 344 and the easterly line of said 264.69 Acre Tract, bears S06°25'26"W, a distance of 160.55 feet;

THENCE leaving the westerly line of said County Road 344, and continuing over and across said 264.69 Acre Tract and said 673.33 Acre Tract, the following thirty-two (32) courses:

1. N83°34'34"W, a distance of 45.00 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
2. Along said curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, and a chord which bears N38°34'23"W, a distance of 35.35 feet to an iron rod with G&R Cap set at the end of said curve;
3. N83°34'12"W, a distance of 68.76 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
4. Along said curve to the left having a radius of 765.00 feet, an arc length of 54.83 feet, and a chord which bears N85°37'24"W, a distance of 54.82 feet to an iron rod with G&R Cap set at the point of compound curvature to the left;
5. Along said curve to the left having a radius of 25.00 feet, an arc length of 40.77 feet, and a chord which bears S45°36'31"W, a distance of 36.40 feet to an iron rod with G&R Cap set at the end of said curve;
6. N89°35'17"W, a distance of 50.02 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
7. Along said curve to the left having a radius of 25.00 feet, an arc length of 39.27 feet, and a chord which bears N46°06'22"W, a distance of 35.36 feet to an iron rod with G&R Cap set at the end of said curve;
8. S88°53'38"W, a distance of 381.53 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
9. Along said curve to the left having a radius of 25.00 feet, an arc length of 38.63 feet, and a chord which bears S44°37'57"W, a distance of 34.90 feet to an iron rod with G&R Cap set at the end of said curve;
10. S87°25'07"W, a distance of 50.07 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
11. Along said curve to the left having a radius of 25.00 feet, an arc length of 39.91 feet, and a chord which bears N45°22'03"W, a distance of 35.81 feet to an iron rod with G&R Cap set at the end of said curve;
12. S88°53'38"W, a distance of 15.86 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
13. Along said curve to the left having a radius of 730.00 feet, an arc length of 576.08 feet, and a chord which bears S66°17'12"W, a distance of 561.24 feet to an iron rod with G&R Cap set at the end of said curve;
14. S43°40'45"W, a distance of 85.08 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the right;
15. Along said curve to the right having a radius of 800.00 feet, an arc length of 206.86 feet, and a chord which bears S51°05'13"W, a distance of 206.28 feet to an iron rod with G&R Cap set at the end of said curve;
16. N31°30'20"W, a distance of 70.00 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
17. Along said curve to the left having a radius of 730.00 feet, an arc length of 188.76 feet, and a chord which bears N51°05'13"E, a distance of 188.24 feet to an iron rod with G&R Cap set at the end of said curve;
18. N43°40'45"E, a distance of 85.08 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the right;
19. Along said curve to the right having a radius of 800.00 feet, an arc length of 49.31 feet, and a chord which bears N45°26'42"E, a distance of 49.30 feet to an iron rod with G&R Cap set at the end of said curve;
20. N52°51'35"W, a distance of 51.71 feet to an iron rod with G&R Cap set;
21. N70°58'24"W, a distance of 86.92 feet to an iron rod with G&R Cap set;
22. N47°57'01"W, a distance of 599.35 feet to an iron rod with G&R Cap set;
23. S53°04'29"W, a distance of 111.67 feet to an iron rod with G&R Cap set;
24. N41°26'25"W, a distance of 58.41 feet to an iron rod with G&R Cap set;
25. N71°47'20"W, a distance of 308.06 feet to an iron rod with G&R Cap set;
26. N08°14'50"W, a distance of 69.53 feet to an iron rod with G&R Cap set;
27. N00°00'01"W, a distance of 82.19 feet to an iron rod with G&R Cap set;
28. N44°49'28"E, a distance of 105.61 feet to an iron rod with G&R Cap set;
29. N89°59'59"E, a distance of 44.01 feet to an iron rod with G&R Cap set;
30. N01°06'22"W, a distance of 240.79 feet to an iron rod with G&R Cap set;
31. N88°53'38"E, a distance of 1130.13 feet to an iron rod with G&R Cap set;
32. N01°06'22"W, a distance of 120.00 feet to an iron rod with G&R Cap set in the southerly line of said 190.00 Acre Tract, same being a northerly line of said 673.33 Acre Tract;

THENCE N88°53'38"E, with the southerly line of said 190.00 Acre Tract and a northerly line of said 673.33 Acre Tract, a distance of 1271.62 feet to the POINT OF BEGINNING, having an area of 48.494 acres of land, more or less.

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY E. RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE

ON THE _____ DAY OF _____, 20____, A.D. AT_____O'CLOCK, __.M., AND

DULY RECORDED THIS THE _____ DAY OF _____. 20____, A.D. AT _____O'CLOCK, __.M.

IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK
COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

G&R
SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

Commissioners Court - Regular Session **38.**

Meeting Date: 11/18/2025

KC Engineering 21RFSQ14 WA4 SA1 HMAC

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 1 to Work Authorization No. 4 under the Williamson County Contract between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Engineering Design Services for Seven HMAC Widening Projects. Funding source: 01.0200.0210.004100.

Background

This supplemental is to decrease the maximum amount payable to $369,935.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 WA4 SA1 HMAC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/31/2025 01:53 PM
Form Started By: Vicky Edwards		Started On: 10/29/2025 04:51 PM
Final Approval Date: 10/31/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _4___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for Seven (7) HMAC Widening Projects

This Supplemental Work Authorization No. _1__ to Work Authorization No. __4__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _4___ dated effective **February 27, 2024** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby decreased from **$456,280.00** to **$369,935.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: Greg Haley, P.E.	By: _____
Signature	Signature
Greg Haley, P.E.	Steven Snell
Printed Name	Printed Name
President	County Judge
Title	Title
October 28, 2025	_____
Date	Date

Attachment C - Work Schedule

Design work completed.

Commissioners Court - Regular Session **39.**

Meeting Date: 11/18/2025

K Friese 21RFSQ14 WA1 SA5 On Call Drainage and Roadway

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 5 to Work Authorization No. 1 under the Williamson County Contract between K Friese and Associates and Williamson County dated May 31, 2022, for On Call Small Drainage and Small Roadway Projects. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to December 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

K Friese 21RFSQ14 WA1 SA5 On Call Drainage and Roadway

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 04:43 PM
Form Started By: Vicky Edwards		Started On: 10/28/2025 12:28 PM
Final Approval Date: 10/29/2025		

Docusign Envelope ID: 499AAE44-D481-4C4C-A7C3-250A0A016069

SUPPLEMENTAL WORK AUTHORIZATION NO. _5__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Small Drainage and Small Roadway Projects

This Supplemental Work Authorization No. _5__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **K Friese + Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **April 25, 2023** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to December 31, 2026. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

Docusign Envelope ID: 499AAE44-D481-4C4C-A7C3-250A0A016069

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: Signed by: Thomas M. Owens 972D180767CF4C0...	By: _____
Signature	Signature
Thomas M. Owens	Steven Snell
Printed Name	Printed Name
Vice President	County Judge
Title	Title
10/24/2025	_____
Date	Date

Attachment C - Work Schedule

K Friese + Associates will provide on call professional Engineering Services for Williamson County as requested by the County or County's representative on an On-Call basis.

Services include but are not limited to engineering services to plan, design, survey, identify needed right of way, prepare environmental documents and prepare estimates of probable cost for county small drainage and small roadway projects.

Commissioners Court - Regular Session **40.**

Meeting Date: 11/18/2025

LAN 21RFSQ14 WA1 SA1 CR 100

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 under The Williamson County Contract between Lockwood, Andrews & Newnam (LAN) and Williamson County dated June 2, 2022, for Engineering Services for Roadway Widening on CR 100 from Chandler Road to CR 105, approximately 11,375'. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to June 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LAN 21RFSQ14 WA1 SA1 CR 100

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 04:44 PM
Form Started By: Vicky Edwards		Started On: 10/29/2025 11:55 AM
Final Approval Date: 10/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Services for Roadway Widening on
CR 100 from Chandler Road to CR 105, approximately 11,375'

This Supplemental Work Authorization No. __1_ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **June 2, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Lockwood, Andrews & Newnam (LAN)** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective February 6, 2024 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to **June, 30 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Lockwood, Andrews & Newnam, Inc.	**COUNTY:**
By: Travis Michel	By:
Signature	Signature
Travis Michel	Steven Snell
Printed Name	Printed Name
Senior Associate	Williamson County Judge
Title	Title
10/29/2025	
Date	Date

Attachment C - Work Schedule

Modifying the final design for Widening on CR 100.

Commissioners Court - Regular Session **41.**

Meeting Date: 11/18/2025

LAN 21RFSQ14 WA2 SA1 CR 237

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 under the Williamson County Contract between Lockwood, Andrews & Newnam (LAN) and Williamson County dated June 2, 2022, for Engineering Services for Roadway Widening on CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'. Funding source: 01.0200.0210.004100.

Background

This supplemental is to extend the expiration date to June 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LAN 21RFSQ14 WA2 SA1 CR 237

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/29/2025 04:45 PM
Form Started By: Vicky Edwards		Started On: 10/29/2025 11:55 AM
Final Approval Date: 10/29/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __2__

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:

Engineering Services for Roadway Widening on
CR 237 from Ronald Reagan Blvd to CR 216, approximately 9,000'

This Supplemental Work Authorization No. __1_ to Work Authorization No. _2___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **June 2, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Lockwood, Andrews & Newnam (LAN)** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __2__ dated effective February 6, 2024 (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The above referenced Work Authorization termination date shall be modified to **June, 30 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Lockwood, Andrews & Newnam, Inc.	**COUNTY:**
By: Travis Michel	By:
Signature	Signature
Travis Michel	Steven Snell
Printed Name	Printed Name
Senior Associate	Williamson County Judge
Title	Title
10/29/2025	
Date	Date

Attachment C - Work Schedule

Modifying the final design for Widening on CR 237.

Commissioners Court - Regular Session **42.**

Meeting Date: 11/18/2025

Diamond 24RFSQ13 WA1 SA2 On Call Land Surveying Services

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 1 under the Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for On Call Land Surveying Services. Funding source: 01.0200.0210.004150.

Background

This supplemental is to increase the maximum amount payable to $52,755.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 WA1 SA2 On Call Land Surveying Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/30/2025 09:39 AM
Form Started By: Vicky Edwards		Started On: 10/29/2025 11:55 AM
Final Approval Date: 10/30/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Land Surveying Services

This Supplemental Work Authorization No. _2__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _1___ dated effective **April 9, 2024** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$50,000.00** to **$52,755.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Diamond Surveying, Inc.

By: _____
Signature

Shane Shafer
Printed Name

President
Title

October 29, 2025
Date

COUNTY: Williamson County

By: _____
Signature

Steven Snell
Printed Name

County Judge
Title

_____
Date

Attachment C - Work Schedule

Diamond Surveying will provide Professional Surveying Services for Williamson County for construction staking. These services will be provided as requested by the County or County's representative on an On-Call basis for the County's On-Call Land Surveying Services.

Commissioners Court - Regular Session **43.**

Meeting Date: 11/18/2025

Diamond 24RFSQ13 WA2 SA2 Centerline Alignment

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 2 to Work Authorization No. 2 under the Williamson County Contract between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for Best fit roadway centerline alignment on various county roads throughout Williamson County. Funding source: 01.0200.0210.004150.

Background

This supplemental is to decrease the maximum amount payable to $136,145.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 WA2 SA2 Centerline Alignment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/30/2025 09:40 AM
Form Started By: Vicky Edwards		Started On: 10/29/2025 11:56 AM
Final Approval Date: 10/30/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _2__
TO
WORK AUTHORIZATION NO. _2___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
BEST FIT ROADWAY CENTERLINE ALIGNMENT VARIOUS COUNTY ROADS THROUGHOUT WILLIAMSON COUNTY

This Supplemental Work Authorization No. _2__ to Work Authorization No. __2__ is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **March 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _2___ dated effective **April 9, 2024** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby decreased from **$138,900.00** to **$136,145.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM: Diamond Surveying, Inc.	**COUNTY: Williamson County**
By: _____	By: _____
Signature	Signature
Shane Shafer	Steven Snell
Printed Name	Printed Name
President	County Judge
Title	Title
October 29, 2025	
Date	Date

Attachment C - Work Schedule

Project complete.

Commissioners Court - Regular Session **44.**

Meeting Date: 11/18/2025

SWCA 2574 WA1 SA4 CR 201

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the On-Call Environmental Services (CR 201) contract executed February 25, 2020, between Williamson County and SWCA Incorporated relating to the Road and Bridge Program.

Background

This Supplemental No. 4 to Work Authorization No. 1 extends the termination date to September 30, 2026. Funding source: Road and Bridge Program P499.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWCA 2574 WA1 SA4 CR 201

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:13 AM
Form Started By: Vicky Edwards		Started On: 11/10/2025 01:09 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
County Road 201 Environmental Services

This Supplemental Work Authorization No. 4 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated February 25, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and SWCA, Incorporated (the "Firm").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective June 22, 2021 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on September 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:
SWCA Incorporated

COUNTY:
Williamson County, Texas

By: _____
Signature

Matthew McMillan
Printed Name

Natural Resources Director – Austin
Title

November 4, 2025
Date

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 10:17 am, Nov 10, 2025

ATTACHMENT C

Work Schedule

WORK AUTHORIZATION NO. 04
PROJECT: County Road 201 Environmental Services

All work is expected to be completed and the report(s) finalized by September 30, 2026.

Commissioners Court - Regular Session **45.**

Meeting Date: 11/18/2025

Doucet & Associates 1903-303 WA1 SA5 Smith Branch Flood Control

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 5 to Work Authorization No. 1 under the Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019, for Smith Branch Flood Control Near Juvenile Justice Center. Funding source: P519

Background

This supplemental is to extend the expiration date to December 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Doucet & Associates 1903-303 WA1 SA5 Smith Branch Flood Control

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/03/2025 03:00 PM
Form Started By: Vicky Edwards		Started On: 11/03/2025 11:17 AM
Final Approval Date: 11/03/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. __5_
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Smith Branch Flood Control Near Juvenile Justice Center

This Supplemental Work Authorization No. _5__ to Work Authorization No. _1___ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Doucet & Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **July 23, 2019** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

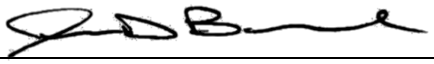
I. The above referenced Work Authorization termination date shall be modified to **December 31, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By: 	By: _____
Signature	Signature
John Barnard	Steven Snell
Printed Name	Printed Name
Director - Geospatial	County Judge
Title	Title
November 3, 2025	
Date	Date

Attachment C - Work Schedule

Services include but not limited to engineering services for planning, designing, surveying, permitting, preparing construction drawings, bid documents and the construction phase for flood control on Smith Branch and tributaries near the Williamson County Juvenile Justice Center. Services also include, but are not limited to, engineering analysis of drainage detention and recommendations for development along Smith Branch and countywide subdivisions.

Extension of expiration date to get Doucet & Associates through the construction phase starting early in 2026.

Commissioners Court - Regular Session **46.**

Meeting Date: 11/18/2025

DCCM 25RFSQ35 R&B WA2 CR 344

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 $100,000.00 to expire December 31, 2026, under Williamson County Contract for Engineering Services between DCCM North America, LLC and Williamson County dated August 5, 2025, for Utility Coordination and Relocation for CR 344.

Background

Funding source: P737.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DCCM 25RFSQ35 R&B WA2 CR 344

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:12 PM
Form Started By: Vicky Edwards		Started On: 11/07/2025 03:34 PM
Final Approval Date: 11/10/2025		

WORK AUTHORIZATION NO. 2

PROJECT: Utility Coordination and Relocation for CR 344

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **August 5, 2025** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **DCCM North America, LLC** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$100,000.00.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2026**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this _____ day of _____, 2025.

ENGINEER:

DCCM North America, LLC

By: Youssef Laham
Signature

Youssef Laham
Printed Name

President
Title

COUNTY:

Williamson County, Texas

By: _____
Signature

Steve Snell
Printed Name

Williamson County Judge
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY COUNTY

Williamson County and/or its Designated Representative(s) will provide project direction, review and oversight of utility coordination and engineering services for the CR 344 Roadway Improvements project and will provide all project related design files, topographic survey and right-of-way data to assist with coordination efforts.

Williamson County and/or its Designated Representative(s) will negotiate and secure Interlocal Agreements (ILA), when applicable, and provide copies to Utility Coordinator upon execution.

ATTACHMENT B

SERVICES TO BE PROVIDED BY ENGINEER

Scope of Services provided by DCCM (the ***Utility Coordinator***), involves utility coordination and engineering services in Williamson County, Texas, (the County) for Williamson County Road and Bridge as described below:

This scope includes the following major tasks:

1. UTILITY PROGRAM MANAGEMENT
2. PROJECT MANAGEMENT AND COORDINATION
3. UTILITY ADJUSTMENT COORDINATION
4. SUBSURFACE UTILITY ENGINEERING (SUE)
5. UTILITY ENGINEERING
6. UTILITY DESIGN – Not to be used
7. UTILITY PLANNING & RESEARCH
8. FIELD SURVEYING – Not to be used
9. RIGHT-OF-WAY (ROW) COORDINATION

1. UTILITY PROGRAM MANAGEMENT.

1.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for the Utility Program Management for all assigned County Projects.

1.2. The ***Utility Coordinator*** will provide Utility Program Management services during any one, or combination, of the following phases of a project: Planning, Design, and/or Construction.

1.3. Annual Utility Meeting. The ***Utility Coordinator***, in association with the County and its Designated Representative, will conduct an annual Utility Meeting with all Utility Representatives within the County to outline the projects anticipated for design and/or construction during that Fiscal Year, upon request. The ***Utility Coordinator*** will send out a quarterly email update to all Utility Representatives that reflect any changes that have occurred in the project list since the Annual Utility Meeting.

1.4. Utility Agreements. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will review and update all Utility Agreements of the County's Road and Bridge and associated attachments on an annual basis, or as needed.

2. PROJECT MANAGEMENT AND COORDINATION.

2.1. The ***Utility Coordinator***, in association with the County and its Designated Representatives, will be responsible for managing, directing, and/or coordinating all activities associated with utility coordination for all assigned projects.

The ***Utility Coordinator***'s Project Manager is:
Ms. Erica Keltner, P.E.
DCCM
2401 Double Creek Drive, Suite 200
Round Rock, Texas 78664
Telephone: 512-661-8875

The ***Utility Coordinator***'s Managing Director of Utility Engineering & Coordination is:
Ms. Raven Payour
DCCM
2401 Double Creek Drive, Suite 200
Round Rock, Texas 78664
Telephone: 832-286-3963

2.2. Project Quality Assurance / Quality Control (QA/QC). The ***Utility Coordinator*** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function. All QA/QC support documents will be provided with each submittal and uploaded to design project folder in ProjectWise. A copy of the ***Utility Coordinator***'s QA/QC Manual will be provided to the County and its Designated Representative.

2.3. Utility Status Report. The ***Utility Coordinator*** will create and maintain a utility status report on all assigned projects and submit on a weekly basis. The status report will include, at a minimum:

2.3.1. Project with Limits
2.3.2. Roadway Design Engineer
2.3.3. Roadway Design Status
2.3.4. Roadway Construction Advertisement Date
2.3.5. Utility Owners within Project
2.3.6. Utility Design Status
2.3.7. Utility Agreement or Permit Status
2.3.8. Utility Relocation Status (color coded)
2.3.9 Parcel Status
2.3.10 Williamson County Utility Cost
2.3.11 Utility Billing Status

2.4. Weekly Project Status Meetings. The ***Utility Coordinator*** will participate in weekly project status meetings with the County and its Designated Representatives.

2.5. Project Documentation. The ***Utility Coordinator*** will document all attachments and files sent to utilities and will upload all project related documents including, but not limited to, utility as-builts, utility conflict tracker spreadsheets, utility conflict strip maps at design milestone (i.e., schematic, 30%, 60%, 90%, etc.), utility agreement packages, meeting minutes, phone call records, Utility Certifications, etc. in designated project folders in ProjectWise, or other approved County documentation system.

3. UTILITY ADJUSTMENT COORDINATION

Utility Adjustment Coordination activities include, but are not limited to, meeting and contact with utilities on the project, initial project notifications, providing progress reports, preparation of contact lists, preparation of master utility agreements, assistance with permits, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the ***Utility Coordinator****'s* responsibilities, as listed in the following scope.

3.1. ***Utility Coordinator*** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

3.2. ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The ***Utility Coordinator*** will be responsible for the following:

3.2.1. Initial Project Meeting Attend an initial meeting with county or designated representative, after on-site inspection (when appropriate), to ensure familiarity with existing conditions, governing utility criteria for the project, project requirements or concerns and/or critical deadlines. The ***Utility Coordinator*** will prepare a written report of the meeting.

3.2.2 Project Notifications: Prepare written notification letters at each design milestone, (i.e., schematic, 30%, 60%, 90%, etc.) with associated project information and files, and send to Utility Representatives.

3.2.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

3.2.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for conflict mitigation or relocation construction.

3.2.3.2. Schedule and conduct design milestone utility meetings and include the roadway designer (Kick-Off and 60% Design Milestone group meetings, at a minimum).

3.2.4. External Communications: The ***Utility Coordinator*** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The ***Utility Coordinator*** will also provide copies of reports, correspondence and other documentation of work-related communications between the ***Utility Coordinator***, utility owners and other outside entities when requested by the County.

3.3. The ***Utility Coordinator*** shall determine which utilities will conflict with proposed

construction and make the utility company aware of these conflicts based on governing utility criteria established in Initial Project Meeting. The ***Utility Coordinator*** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

3.4. Utility Agreement Assemblies: A packaged agreement consisting of (if Applicable) a Standard Utility Adjustment Agreement along with the following attachments, Attachment "A" Plans, Specifications, and Estimated Cost, Attachment "B" Utility's Schedule of Work and Estimated Date of Completion, Attachment "C" Eligibility Ratio, Attachment "D" Betterment Calculation and Estimates, Attachment "E" Proof of Property Interest, Quitclaim, Joint-Use Agreement and/or Permit, and Field Notes for quitclaim portion of easement.

3.4.1. The ***Utility Coordinator,*** in coordination with the County and its Designated Representative, shall determine the appropriate forms to be used on each assigned project and which utilities will be installed by "Agreement", by "Permit", or by "ILA". The ***Utility Coordinator*** shall review and process all agreement and permit requests and forward to the County or its Designated Representative or TxDOT if the project is on-system project for final approval.

3.4.2. Utility Agreements: If a utility is located within an easement, the ***Utility Coordinator*** shall determine whether a compensable interest exists and the owner's degree of eligibility. The ***Utility Coordinator*** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable, and to ensure that the proposed adjustments will not conflict with roadway construction. The ***Utility Coordinator*** will submit 4 original Standard Utility Agreement packages along with attachments to the County or its Designated Representative by letter recommending approval.

3.4.3. Non-Reimbursable Utility Adjustments. The ***Utility Coordinator*** will furnish the appropriate Utility Installation Permit form to the utility company and assist them with adjustment plan preparation. The ***Utility Coordinator*** shall review plans to ensure compliance with the County Utility Design Criteria Guidelines or the governing agency utility criteria, if applicable, and to ensure thatthe proposal will not conflict with roadway construction. The ***Utility Coordinator*** will submit the permit to the County or its Designated Representative by letter recommending approval.

3.4.4. Interlocal Agreements (ILA): If it is determined that the utility will be adjusted as part of the roadway contract, the County or its Designated Representative shall be notified immediately. The ***Utility Coordinator*** shall determine what funding amount is required based upon the applicable betterment or eligibility ratio and provide that information to the County and its Designated Representative. The County or its designated representative will negotiate and secure the ILA with each respective Utility Owner. A copy of the final ILA will be provided to the ***Utility Coordinator*** upon execution.

3.5. Utility Tracking Reports. The ***Utility Coordinator*** will prepare and maintain a utility tracking report for each assigned project. The tracking report must be in an Excel spreadsheet format and will be updated monthly. The utility tracking report will include the following:

3.5.1. Utility Owner and Contact Information

3.5.2. Meetings and Written Notifications

3.5.3. Agreement Information

3.5.4. Utility Billings

3.6. Utility Billings. The ***Utility Coordinator*** will receive and review all invoices sent by reimbursable utilities for accuracy and compliance with the executed utility agreements and as per Williamson County Vendor Policy. If needed, the ***Utility Coordinator*** will request any missing documentation required to support the invoice from the Utility Owner. After five (5) business days, the ***Utility Coordinator*** will process the invoice with the documentation provided, even as a short pay, until all support documentation is secured. The invoice submittal will include all supporting documentation received to date, recommendation for payment, partial payment form and a payment summary and will be forwarded to the County or its Designated Representative for approval and payment.

3.7. Utility Certification/Special Provisions: The ***Utility Coordinator****'s* Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for roadway construction. However, if the utility adjustments are not complete prior to roadway project letting, a letter will be required outlining all outstanding utility conflicts and their effects on roadway construction.

4. SUBSURFACE UTILITY ENGINEERING.

Utility Engineering Investigation
Utility engineering investigation includes utility investigations subsurface and above ground prepared in accordance with ASCE/CI Standard 38- 02 and AASHTO Standards.

[(http://www.fhwa.dot.gov/programadmin/asce.cfm)] and Utility Quality Levels.

A. Utility Quality Levels (QL) Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

1. Quality Level D - Quality level value assigned to a utility segment or utility feature after a review and compilation of data sources such as existing records, oral recollections, One-Call markings, and data repositories.

2. Quality Level C - Quality level value assigned to a utility segment or utility feature after surveying aboveground (i.e., visible) utility features and using professional judgement to correlate the surveyed locations of these features with those from existing utility records.

3. Quality Level B - Designate: Quality level value assigned to a utility segment or subsurface utility feature whose existence and position is based upon appropriate surface geophysical methods combined with professional judgment and whose location is tied to the project survey datum. Horizontal accuracy of Designated Utilities is 18" (including survey tolerances) unless otherwise indicated for a specific segment of the deliverable. Quality Level B incorporates quality levels C and D information. A composite plot is created.

4. Quality Level A – Quality level value assigned to a portion (x, y, and z geometry) of a point of a subsurface utility feature that is directly exposed, measured, and whose location and dimensions are tied to the project survey datum. Other measurable, observable, and judged utility attributes are also recorded (per District Best Practices). The utility location must be tied to the project survey datum with an accuracy of 0.1 feet

(30-mm) vertical and to 0.2 feet (60-mm) horizontal. As test holes may be requested up front or during the project, test holes done prior to completion of QL D, C, or B deliverables must be symbolized on the QL B deliverable with a call out indicating test holes number. This is in addition to and not in lieu of the test hole.

B. Utility Investigations Methodology

1. Utility Investigation Quality Level D The Engineer shall:
   a. Perform records research from all available resources. Sources include, but are not limited to: Texas811, Railroad Commission of Texas (Texas RRC), verbal recollection, as- built information from plans, plats, permits and any other applicable information provided by the utility owners or other stakeholders.
   b. Document utility owners and contact information.
   c. Create a utility drawing of information gathered.

2. Utility Investigation Quality Level C The Engineer shall:

   a. In combination with existing Quality Level D information, utilize surveyed above-ground utility features and professional judgement to upgrade Quality Level D information to Quality Level C. For those utilities unable to be upgraded, retain as Quality Level D.
   b. Overhead utilities information must be gathered and depicted. Sag elevations of lowest utility must be documented at road crossings, per best practices document.
   c. Storm and sanitary sewer information must be gathered from Level D and upgraded to Level C as possible, unless otherwise directed by the county.
   d. Mapping of underground vaults may be requested by the county.
   e. Create composite utility drawing of information gathered.

Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the ***Utility Coordinator*** will recommend required test holes after completion of 60% conflict assessment. The ***Utility Coordinator*** will coordinate with the appropriate Utility Owner to utilize internal work forces toperformrequiredtestholesfor verification of its facilities.

If requested, the ***Utility Coordinator*** will coordinate with the County and/or its Designated Representative to provide the required test holes. A sketch of the area to be included for the proposed test hole locations “Level A” will be provided prior to the start of the work and must

be approved by the County and/or its Designated Representative. The County or its Designated Representative will provide comments or approval of test hole plan within five (5) business days.

4.1. Subsurface Utility Designate Service (Quality Level B). Designate means to indicate the horizontal location of underground utilities by the application and interpretation of appropriate non-destructive surface geophysical techniques and reference to established survey control. Designate (Quality Level B) Services are inclusive of Quality Levels C and D. The ***Utility Coordinator*** shall:

4.1.1. As requested by the County, compile "As Built" information from plans, plats and

other location data as provided by the utility owners.

4.1.2. Coordinate with utility owner when utility owner's policy is to designate their own facilities at no cost for preliminary survey purposes. The ***Utility Coordinator*** will examine utility owner's work toensure accuracy and completeness.

4.1.3. Designate, record and mark the horizontal location of the existing utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. No storm sewer facilities are to be designated unless authorized by the County. Anon-water base paint, utilizing the APWA color code scheme, must be used on all surface markings of underground utilities.

4.1.4. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. A color-coded composite utility facility plan with utility owner names, quality levels, line sizes and subsurface utility locate(test hole) locations, if applicable will be prepared and delivered to the County or its Designated Representative. It is understood by both the ***Utility Coordinator*** and the County that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole vacuum excavation. A note must be placed on the designate deliverable only that states "lines sizes are from best available records". All above ground appurtenance locations must be included in the deliverable to the County. This information will be provided in Microstation, Geopak or other applicable County/County's Design Consultant CADD system. The electronic file will be uploaded to Project Wise. A hard copy is required and must be sealed and dated by the ***Utility Coordinator***. When requested by the County or its Designated Representative, the designated utility information must be over laid onthe County design plans.

4.1.5. Determine and inform the County of the approximate utility depths at critical locations as determined by the County or its Designated Representative. This depth indication is understood by both the ***Utility Coordinator*** and the County and its Designated Representative to be approximate only.

4.1.6. Clearly identify all utilities that were discovered from quality levels C and D investigation but cannot be depicted in quality level B standards. These utilities must have a unique line style and symbology in the designate (Quality Level B) deliverable.

4.2. Subsurface Utility Locate (Test Hole) Service (Quality Level A). Locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by nondestructive excavation techniques that ensures the integrity of the utility facility. All test holes will be tied to project survey control provided by the County or its Designated Representative.

Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The ***Utility Coordinator*** shall:

4.2.1. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

4.2.2. Coordinate with utility owner inspectors as may be required by law or utility owner policy

4.2.3. Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.

4.2.4. Measure and record the following data, as required, on an appropriately formatted

test hole data sheet and upload to design project folder in ProjectWise.

4.2.4.1. Elevation of top and/or bottom of utility tied to the datum of the furnished plan.

4.2.4.2 Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.

4.2.4.3. Elevation of existing grade over utility at test hole location.

4.2.4.4. Horizontal location referenced to project coordinate datum.

4.2.4.5. Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.

4.2.4.6. Utility facility material(s).

4.2.4.7. Utility facility condition.

4.2.4.8. Pavement thickness and type.

4.2.4.9. Coating/Wrapping information and condition.

4.2.4.10. Unusual circumstances or field conditions.

4.2.4.11. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

4.2.5. Be responsible for any damage to the utility during the locating process. In the event of damage, the ***Utility Coordinator*** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative and appropriate regulatory agencies. The regulatory agencies include but are not limited to the Texas Railroad Commission and the Texas Commission on Environmental Quality. The ***Utility Coordinator*** will not resume work until the utility facility owner has determined the corrective action to be taken. The ***Utility Coordinator*** shall be liable for all costs involved in the repair or replacement of the utility facility.

4.2.5.1. Backfill all excavations with appropriate material, compact backfill by mechanical means and restore pavement and surface material. The ***Utility Coordinator*** shall be responsible for the integrity of the backfill and surface restoration for a period of three (3) years.

4.2.5.2 Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the ***Utility Coordinator*** shall return to correct the condition at no extra charge to the County.

4.2.5.3. Plot utility location position information to scale and provide an updated Utility Layout. This information will be provided in PDF, Microstation or other CADD System format used by the County.

4.3. Ground Penetrating Radar. Subsurface utility investigation using Ground Penetrating Radar (GPR) can be provided in locations where conventional electromagnetic pipe and cable locators are not successful, dependent on soil conditions. A typical example of this would be when non-conductive utility features require investigation (i.e., PVC water line without trace wires). Soil conditions in Williamson County are not ideal for GPR use, but it has been used successfully in certain areas to assist with utility designating.

4.3.1. GPR services include providing physical designation of horizontal locations of the subject utility line that is then surveyed to project control.

4.3.2. GPR data does not provide vertical locations to the standard required for design purposes.

4.3.3. Post processing of GPR data and submittal of GPR image files are not included in this

scope.

5. UTILITY ENGINEERING.

Utility Engineering includes the identification of utility conflicts, coordination and resolution of utility conflicts, preparation of utility layouts and exhibits, review of utility relocation plans and estimates, and assisting in the utility adjustment coordination effort. The ***Utility Coordinator*** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities includes:

5.1. Utility Layout: The ***Utility Coordinator*** shall maintain a utility layout in the latest version of Microstation V8 or AutoCAD. This layout shall include all existing utilities which are to remain in place, be relocated, or be abandoned. This layout will be utilized to confirm and evaluate alternatives. The ***Utility Coordinator's*** Project Manager or registered

Professional Engineer (P.E.) will utilize the layout of existing utilities and determine the following:

5.1.1. Facilities in conflict with the proposed project that are to be relocated.
5.1.2. Facilities to be abandoned in place.
5.1.3. Facilities to remain in service and in place.
5.1.4. As part of the QA/QC process, the ***Utility Coordinator's*** Project Manager or P.E. shall make reasonable effort, per industry standards, for identifying all utilities and conflicts within the project corridor. In the event there are any unidentified utilities discovered during the project which will require relocation, the ***Utility Coordinator*** shall notify the County and/or its Designated Representative immediately upon discovery.

5.2. Conflict Assessment. The ***Utility Coordinator*** will utilize the Utility Layout and prepare a Utility Conflict Matrix that summarizes the list of utility conflicts by owner, conflict type and station limits. This conflict assessment will be forwarded to the utility owners within the project limits, along with the Utility Layout, within a two (2) week turnaround from received design milestone submittal. The utility layout and conflict matrix will be sent with written notification to all utility owners and uploaded to ProjectWise.

5.2.1. The ***Utility Coordinator*** will secure the latest version of the Road and Bridge's electronic file release waiver from each utility requesting electronic design files. Upon approval of release form by the County or its Designated Representative, the ***Utility Coordinator*** will provide the requested files to the utility and upload a*.zip file of the submittal to ProjectWise.

5.3. Group & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

5.3.1. Establish contact with existing Utility Companies within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.
5.3.2. Set agenda and sign-in sheet for all coordination meetings.
5.3.3. Evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
5.3.4. Establish and promote the desired agenda and methodologies for utility construction within the project.
5.3.3 Provide meeting minutes within five (5) business days to all attendees.

5.4. Proposed Utility Corridor Typical Section. The ***Utility Coordinator*** will prepare a Proposed Utility Corridor Typical Section in the latest version of Microstation or AutoCAD, as needed, when cross sections are made available by the design engineer. The Proposed Utility Corridor Typical Section will be presented at the 60% Design Milestone Meeting for review and concurrence by utility owners. The section will help identify and establish sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not. The section will incorporate the following information:

5.4.1. Existing and proposed utility alignments in cross-sectional view
5.4.2. Existing and proposed roadway features in cross-sectional view
5.4.3. Identify which utilities will be built as part of the contract
5.4.4. Identify which facilities will be relocated prior to construction

5.5. Review of Utility's Proposed Adjustments

5.5.1. Evaluate Alternatives: The ***Utility Coordinator*** will evaluate relocation plans and consider alternatives in the adjustment of utilities that balances the needs of both the County and the Utility.

5.5.2. Review Estimates and Schedules: The ***Utility Coordinator*** will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.

5.5.3. Review Plans to confirm all conflict locations have been addressed and relocations comply with County Utility Design Criteria Guidelines or governing agency utility criteria, if applicable. The responsibility for quality and accuracy of Utility adjustment plans will remain with the Utility Company.

5.5.4. Review Traffic Control Plans. The ***Utility Coordinator*** shall ensure traffic control plans meet with the regulations of the most recent edition of the "Texas Manual on Uniform Traffic Control Devices". The ***Utility Coordinator*** must coordinate approval from the County or its Designated Representative concerning the proposed method of handling traffic prior to allowing commencement of work.

6. UTILITY DESIGN. – NOT TO BE USED

The ***Engineer*** will coordinate and develop PS&E for utilities to be included in the construction contract for the County upon written request by the Utility Owner and/or the County. All joint bid utility plan requests are to be approved by the County or Designated Representative prior to commencing work.

6.1. The ***Engineer*** shall develop PS&E and special details to accommodate or adjust utilities, including but not limited to fiber optic, communications, gas, water or wastewater. Prior to developing any special utility detail or PS&E set, the ***Engineer*** shall notify the County and its Designated Representative in writing regarding each utility conflict that may require an accommodation. As directed by the County or its Designated Representative, the ***Engineer*** shall coordinate with each utility to develop each PS&E package and special details. The ***Engineer*** shall develop each utility detail or PS&E package in compliance with the County or governing agency guidelines.

6.2. The ***Engineer*** shall prepare General Notes and shall provide a list of governing specifications and special provisions. The ***Engineer*** shall prepare each plan sheet, detail sheet, special specification, special provision, and special note required to incorporate the utility designs into the County's plans. If necessary, the ***Engineer*** shall provide any required

Utility Certifications. The ***Engineer*** shall prepare a Construction Time Determination schedule for each utility relocation design required to incorporate into the County's construction schedule.

6.3. The ***Engineer*** shall provide quantities for construction bid items, as well as estimate of probable costs, starting at the 60% design submittal.

6.4. The *Engineer* should submit plans at each respective design milestone to the Utility Owner, the ***Utility Coordinator*** and the County or Designated Representative for review. The ***Utility Coordinator*** and the County or Designated Representative shall provide written comments on the plan submittal within five (5) business days from receipt.

6.5. The ***Engineer*** cannot perform utility design if that individual had a role in utility coordination on the project.

7. UTILITY PLANNING AND RESEARCH.

Planning services consist of performing research, identifying potential conflicts and preparing estimates of the costs of utility avoidance, protection, and/or relocation toassist with the development of the County's Road and Bridge. Utility data collection will be based on information provided on proposed projects, from schematic or conceptual-level design drawings to project location with scope of proposed improvements. Research — Utility Data Collection (Planning) services include:

7.1. Initial Project Meeting. The ***Utility Coordinator*** will meet with the County or its Designated Representative to obtain project information and establish communication and documentation requirements.

7.2. Utility Data Collection. The ***Utility Coordinator*** will research records of properties and utilities within the estimated limits of the project area and:

- 7.2.1. Identify all utility service providers within the project area
- 7.2.2. Determine the existence and approximate location of utilities and easement.
- 7.2.3. Perform a visual inspection of the project area on-site and/or using available GIS map, aerial photography, and utility records to identify conflicts.

7.3. Evaluation of Utility Data. The ***Utility Coordinator*** will summarize utility conflicts and relocation responsibilities, cost estimates, and alternatives for the proposed project

- 7.3.1. Utilities within easement (compensable interest):
  - 7.3.1.1. Present and discuss alternatives with the County and its Designated Representative for redesign options to avoid utility relocations or to minimize utility relocation costs.
  - 7.3.1.2. Provide utility relocation cost estimates for those utilities that will have to be relocated or require additional protection measures to remain in place.
- 7.3.2. Utilities within existing right-of-way:
  - 7.3.2.1. Present and discuss alternatives with the County and its Designated Representative for utility relocation options, including redesign.
  - 7.3.2.2. Obtain utility service providers' relocation policies and procedures and estimated duration for completing relocation design and construction.

7.4. Summary Report. The ***Utility Coordinator*** will prepare a summary report of all utility documentation and findings obtained and developed and provide copies to the County and its Designated Representative upon completion of the research.

8. FIELD SURVEYING. – NOT TO BE USED

The ***Utility Coordinator*** will provide field surveying, at the request of the County or its Designated Representative, to assist in utility coordination during any phase of a County Project —planning, design, and/or construction. The ***Utility Coordinator*** will only provide such services to the County when requested and authorized in writing. Field surveying services include, but are not limited to:

8.1. Metes and Bounds Descriptions. The ***Surveyor*** will prepare metes and bounds descriptions and exhibits for utility easements, as requested and authorized by the County and/or its Designated Representatives.

8.2. Right-of-Way (ROW) Staking. The ***Surveyor*** will provide ROW staking services for Utility Relocations, as requested and authorized by the County and/or its Designated Representatives.

8.3. Utility Relocation Verification. The ***Surveyor*** can provide survey of utility relocations at

critical locations, as requested and authorized by the County and/or its Designated Representatives.

9. RIGHT-OF-WAY (ROW) COORDINATION.

The ***Utility Coordinator*** will coordinate with the County or its Designated Representative regarding right-of-way and easement acquisitions for each project assigned. This coordination will include, but is not limited to:

9.1. Status of utility easement acquisitions

9.2. Clearance of structures for utility relocations as a part of ROW acquisition

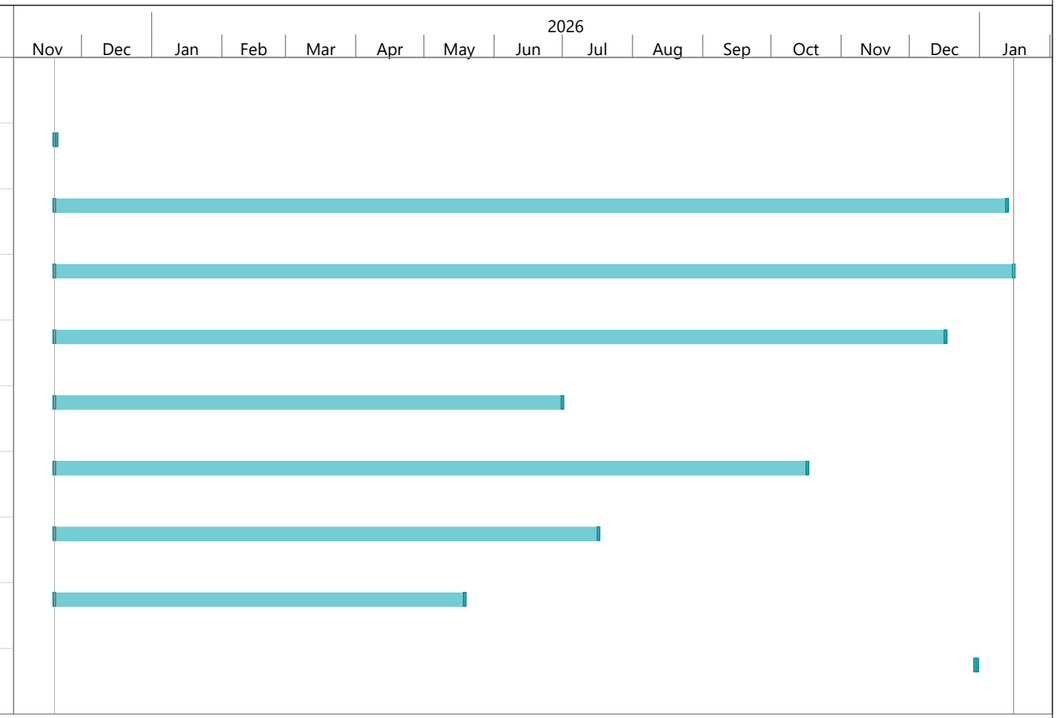
9.3. ROW acquisition schedule and priorities for utility relocations

9.4. Preparation of exhibits to assist in ROW or easement acquisition process

9.5. Meetings with the County of its Designated Representative, as needed, to review ROW Acquisition and utility status

9.6. Right-of-way or easement acquisition services, as needed

ID	Task Name	Total Duration	Start	Finish	Predecessors
1	**CR 344**				
2	**Start Date = Date of Execution**	**1 day**	**Wed 11/19/25**	**Wed 11/19/25**	
3	**Utility Program Management**	300 days	Wed 11/19/25	Tue 1/12/27	
4	**Project Management and Coordination**	303 days	Wed 11/19/25	Fri 1/15/27	
5	**Utility Adjustment Coordination**	281 days	Wed 11/19/25	Wed 12/16/26	
6	**Subsurface Utility Engineering (SUE)**	160 days	Wed 11/19/25	Tue 6/30/26	
7	**Utility Engineering**	238 days	Wed 11/19/25	Fri 10/16/26	
8	**Utility Planning and Research**	172 days	Wed 11/19/25	Thu 7/16/26	
9	**Right of Way (ROW) Coordination**	129 days	Wed 11/19/25	Mon 5/18/26	
10	**Termination Date for WA# 2**	**1 day**	**Wed 12/30/26**	**Wed 12/31/26**	



Project: CR 344
Date: Thursday 11/6/2025

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

Contract 25RFSQ35 - WA-2

SUBPROVIDER NAME: DCCM

PROJECT NAME - CR 344 Roadway Improvements

TASK DESCRIPTION **1. Utility Program Management**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Program Management	8			4					8	20
HOURS SUB-TOTALS	8	0	0	4	0	0	0	0	8	20
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$2,104.00	$0.00	$0.00	$828.00	$0.00	$0.00	$0.00	$0.00	$864.00	$3,796.00
SUBTOTAL FC 145										**$3,796.00**

TASK DESCRIPTION **2. Project Management and Coordination**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Project Management and Coordination	16			16					10	42
										0
HOURS SUB-TOTALS	16	0	0	16	0	0	0	0	10	42
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$4,208.00	$0.00	$0.00	$3,312.00	$0.00	$0.00	$0.00	$0.00	$1,080.00	$8,600.00
SUBTOTAL FC 145										**$8,600.00**

TASK DESCRIPTION **3. Utility Adjustment Coordination**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Adjustment Coordination	11			40	60				10	121
HOURS SUB-TOTALS	11	0	0	40	60	0	0	0	10	121
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$2,893.00	$0.00	$0.00	$8,280.00	$10,860.00	$0.00	$0.00	$0.00	$1,080.00	$23,113.00
SUBTOTAL FC 130										**$23,113.00**

SUBPROVIDER NAME: DCCM

PROJECT NAME - CR 344 Roadway Improvements

TASK DESCRIPTION **4. SUBSURFACE UTILITY ENGINEERING (SUE)**					
	# OF UNITS	**COST**	**UNIT**		**TOTAL**
SUE (Quality Level D) Includes labor and equipment for records research, CADD, Mapping , Per LF of Owner	18,821	$0.74	LF		$13,927.54
SUE (Quality Level C) Includes labor and equipment for records research, CADD, and surveying (including overhead utilities) per utility owner. utilities) per utility owner	5,185	$0.71	LF		$3,681.35
SUE (Quality Level B) Includes labor and equipment for records research, designating, engineering, surveying, CADD mapping, and limited traffic control	0	$2.09	LF		$0.00
SUE (Quality Level A-Utility Locate, Test Holes) Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. These prices reflect that a Quality Level B service has been provided.					
Level A: 0 to 5 ft	0	$1,150.00	each		$0.00
Level A: >5 to 8 ft	0	$1,900.00	each		$0.00
Level A:>8 to 13 ft	0	$2,570.00	each		$0.00
Level A:>13 to 20 ft	0	$3,370.00	each		$0.00
Level A:.>20 ft	0	$267.00	VF		$0.00
SUE Field Services One (1) Designating Person with equipment	0	$171.00	hour		$0.00
SUE Field Services Two (2) Designating Person with equipment	0	$268.00	hour		$0.00
SUE Mobilization/Demobilization-	0	$5.00	mile		$0.00
SUBTOTAL UNIT COSTS					**$17,608.89**

TASK DESCRIPTION **5. Utility Engineering**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Engineering	8	20		30	20	20	40			138
										0
HOURS SUB-TOTALS	8	20	0	30	20	20	40	0	0	138
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$2,104.00	$3,760.00	$0.00	$6,210.00	$3,620.00	$3,680.00	$6,680.00	$0.00	$0.00	$26,054.00
SUBTOTAL 160										**$26,054.00**

SUBPROVIDER NAME: DCCM

PROJECT NAME - CR 344 Roadway Improvements

TASK DESCRIPTION **6. Utility Design - Not to be used under this WA**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
										0
										0
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUBTOTAL 160										**$0.00**

TASK DESCRIPTION **7. Utility Planning and Research**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Utility Planning and Research	3			40	27				7	77
HOURS SUB-TOTALS	3	0	0	40	27	0	0	0	7	77
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$789.00	$0.00	$0.00	$8,280.00	$4,887.00	$0.00	$0.00	$0.00	$756.00	$14,712.00
SUBTOTAL 160										**$14,712.00**

TASK DESCRIPTION **8. Field Surveying - Not included in this WA**	**SURVEYOR SENIOR RPLS**	**SURVEY TECHNICIAN**	**2 PERSON SURVEY CREW**	**TOTAL LABOR HRS. & COSTS**	**ADMIN CLERICAL**	**TOTAL LABOR HRS. & COSTS**
FC 160 (150) - ROADWAY DESIGN						
Field Surveying						0
						0
HOURS SUB-TOTALS	0	0	0	0	0	0
CONTRACT RATE PER HOUR	$152.80	$83.64	$167.00	$83.64	$83.64	
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
SUBTOTAL FC 160 (150)						**$0.00**

SUBPROVIDER NAME: DCCM

PROJECT NAME - CR 344 Roadway Improvements

TASK DESCRIPTION **9. Right-of-Way (ROW) Coordination**	**PROJECT MANAGER**	**PROJECT ENGINEER**	**ENGINEER-IN-TRAINING I**	**SENIOR UTILITY COORDINATOR**	**UTILITY COORDINATOR**	**SR. CADD / DESIGNER**	**CADD / DESIGNER**	**CADD TECHNICIAN**	**ADMIN/ CLERICAL**	**TOTAL LABOR HRS. & COSTS**
Coordinate with County for ROW Status Update	3			14	4					21
HOURS SUB-TOTALS	3	0	0	14	4	0	0	0	0	21
CONTRACT RATE PER HOUR	$263.00	$188.00	$170.00	$207.00	$181.00	$184.00	$167.00	$138.00	$108.00	
TOTAL LABOR COSTS	$789.00	$0.00	$0.00	$2,898.00	$724.00	$0.00	$0.00	$0.00	$0.00	$4,411.00
SUBTOTAL 160										**$4,411.00**

OTHER DIRECT EXPENSES	**# OF UNITS**	**COST**	**UNIT**		**TOTAL**
Lodging/Hotel (Taxes/fees not included)	4	$122.00	day/person		$488.00
Lodging/Hotel - Taxes and Fees	4	$45.00	day/person		$180.00
Meals (Excluding alcohol & tips) (Overnight stay required)	4	$69.00	day/person		$276.00
Mileage	1,137	$0.67	mile		$761.11
Rental Car (includes taxes and fees; insurance costs will not be reimbursed)			day		$0.00
Rental Car Fuel			gallon		$0.00
Air Travel			Rd Trip/person		$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)		$5,100.00	day		$0.00
Flashing Arrow Board		$600.00	day		$0.00
Portable Message Board		$500.00	day		$0.00
Law Enforcement/Uniform Officer (including vehicle)		$150.00	hour		$0.00
SUBTOTAL DIRECT EXPENSES					**$1,705.11**

SUMMARY	
1. Utility Program Management	$3,796.00
2. Project Management and Coordination	$8,600.00
3. Utility Adjustment Coordination	$23,113.00
4. Subsurface Utility Engineering (SUE)	$17,608.89
5. Utility Engineering	$26,054.00
6. Utility Design	$0.00
7. Utility Planning and Research	$14,712.00
8. Field Survey	$0.00
9. Right-of-Way (ROW) Coordination	$4,411.00
ODE	$1,705.11
GRAND TOTAL	**$100,000.00**

Meeting Date: 11/18/2025

Diamond 24RFSQ13 R&B WA6 CR 344

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. 6 in the amount of $112,140.00 to expire December 31, 2026, under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for CR 344, Jarrell from Intersection of the CR 305 and Bud Stockton Loop to the North Approximately 5000 Feet.

Background

Funding source: P737.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 R&B WA6 CR 344

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:00 PM
Form Started By: Vicky Edwards		Started On: 11/07/2025 03:34 PM
Final Approval Date: 11/10/2025		

WORK AUTHORIZATION NO. 6
PROJECT: CR 344, JARRELL FROM INTERSECTION OF CR 305 AND BUD STOCKTON LOOP TO THE NORTH APPROXIMATELY 5000 FEET

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

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$112,140.00**.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2026**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED _____

SURVEYOR:	COUNTY:
Diamond Surveying, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Shane Shafer	Steven Snell.
Printed Name	Printed Name
President	County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Williamson County will provide a Project Manager and will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.

Attachment B - Services to be Provided by Surveyor

The following scope of services is for a topographic and tree survey and verification of the existing right-of-way lines of C.R. 344 and prepare Standard Land Surveys and Land Title Surveys for approximately ten (10) proposed right-of-way acquisition Parcels. Limits being 150 feet in width and beginning at the intersection of C.R. 305 and Bud Stockton Loop to the north for approximately 5000 feet.

1. Perform office and field work necessary to establish State Plane Coordinates for the Project. Bearing Basis: NAD-83, Texas Central (4203), State Plane System. Coordinates for this Project will be Surface Coordinates based on the Williamson County, Texas Combined Surface Adjustment Factor 1.00012. Field work necessary to set survey control points along route and recoverable project monumentation at each end of the project limits (for future construction control) based on an on-the-ground traverse, anticipating approximately twelve (12) control points and two (2) pairs of recoverable monumentation to be set at each end of the Project limits. Vertical Datum (NAVD-88) (GEOID 2012A) – Surveyor shall set a Minimum of four (4) benchmarks along the route. Office work necessary to prepare signed and sealed paper copy for survey control sheets.

2. Perform office work necessary to research current landowners per Williamson Central Appraisal District (WCAD) and record deed research and plots for approximately ten (10) Parcels.

3. Perform office and field work necessary to prepare field packets for field crew to find, tie, verify monumentation and analyze field work to determine existing right-of-way lines of C.R. 344. Surveyor shall prepare and send electronic ACAD file to Project Engineer.

4. Office work to prepare right-of-entry letters and prepare and monitor with excel spreadsheet with current status of right-of-entry on private property.

5. Preliminary Surveys: Perform field work necessary to find, tie rear boundary corners to determine side boundary lines. Office work to prepare ten (10) Preliminary Standard Land Surveys for Title Company to prepare Commitments for Title Insurance.

6. Final Land Title Surveys: Office and Field work necessary to prepare ten (10) Land Title Surveys upon receipt of Commitments for Title Insurance. Surveyor shall review Schedule "B" of Commitments for Title Insurance (to be provided by Client) and address any easements or setbacks that may affect the subject tract. Surveyor shall prepare metes and bounds description with sketch for right-of-way acquisition Parcels. Provide County with original signed and sealed paper copies for the Land Title Surveys.
   Perform field work to set appropriate monumentation for the right-of-way Parcels to be acquired.

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

7. Perform office and field work necessary for a route topographic and tree survey. Field work to locate visible above ground utilities To include Surveyor contacting Utility One-Call (811 Digtess) to mark underground utility lines. Surveyor shall tie paint stripes and pin flags as marked on the ground by utility locating companies. Tie trees 8 inch in diameter or larger (no cedars). Take sufficient ground shots to produce one (1) foot contours. Office work to analyze, process survey data.

8. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Sign and seal final documents. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

   Deliverables: An electronic ACAD file with survey data in Surface Coordinates (with Combined Surface Adjustment Factor clearly stated).

Attachment C - Work Schedule

Diamond Surveying, Inc. Will begin work immediately upon receipt of executed agreement.

Survey for existing right-of-way C.R. 344 and record deed plots and survey control to be delivered within 20 to 25 working days of Authorization to Proceed.

Topographic route survey and tree survey to be delivered within 20 to 30 working days upon receipt of authorization to proceed contingent of receipt of right of entry to private property.

Preliminary Surveys to be delivered within 7 to 10 working days each Parcel upon receipt of authorization to proceed contingent of receipt of right of entry to private property.

Final Land Title Surveys to be delivered within 5 to 7 working days each Parcel upon receipt of Commitment for Title Insurance for each Parcel.

Basis of Estimate for items listed in Attachment B
Attachment D - Fee Schedule

1. Survey Control and Survey Control Sheets:
   FIELD: 3-MAN FIELD PARTY - 32 hours @ $200.00 per hour = $6,400.00
   OFFICE: SR CADD TECH – 24 hours @ $135.00 per hour = $3,240.00
   Estimated fee for Item 1: = $9,640.00

2. WCAD and Deed Research and Deed Plots.:
   OFFICE: SR CADD TECH – 16 hours @ $135.00 per hour = $2,160.00
   Estimated fee for Item 2: = $2,160.00

3. C.R. 344 Existing Right-of-way Lines:
   FIELD: 3-MAN FIELD PARTY - 24 hours @ $200.00 per hour = $4,800.00
   OFFICE: SR CADD TECH – 20 hours @ $135.00 per hour = $2,700.00
   Estimated fee for Item 3: = $7,500.00

4. Right of Entry letters and monitor:
   OFFICE: SR CADD TECH - 24 hours @ $135.00 per hour = $3,240.00
   Estimated fee for Item 4: = $3,240.00

5. Preliminary Standard Land Surveys (for ordering Commitment for Title Insurance for proposed right-of-way Parcels) - ten (10) Parcels:
   FIELD: 3-MAN FIELD PARTY - 24 hours @ $200.00 per hour = $4,800.00
   OFFICE: SR CADD TECH – 160 hours @ $135.00 per hour = $21,600.00
   Estimated fee for Item 5: = $26,400.00

6. Final Land Title Surveys for ten (10) proposed right-of-way Parcels:
   FIELD: 3-MAN FIELD PARTY - 32 hours @ $200.00 per hour = $6,400.00
   OFFICE: SR CADD TECH – 120 hours @ $135.00 per hour = $16,200.00
   Estimated fee for Item 6: = $22,600.00

7. Route Topographic and tree survey and utility on-call:
   FIELD: 3-MAN FIELD PARTY - 104 hours @ $200.00 per hour = $20,800.00
   OFFICE: SR CADD TECH – 72 hours @ $135.00 per hour = $9,720.00
   Estimated fee for Item 7: = $30,520.00

8. Supervise and Quality Control:
   OFFICE: PROJECT MANAGER - 40 hours @ $150.00 per hour = $6,000.00
   OFFICE: R.P.L.S. – 24 hours @ $170.00 per hour = $4,080.00
   Estimated fee for Item 8: = $10,080.00

FOR A TOTAL HOURLY NOT TO EXCEED AMOUNT OF = $112,140.00

Commissioners Court - Regular Session **48.**

Meeting Date: 11/18/2025

KC Engineering 21RFSQ14 R&B WA7 CR 344 Project

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 7 in the amount of $221,460.00 to expire on December 31, 2026, under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022 for Engineering Design Services for the CR 344 Project.

Background

Funding source: P737.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 R&B WA7 CR 344 Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:58 PM
Form Started By: Vicky Edwards		Started On: 11/07/2025 03:33 PM
Final Approval Date: 11/10/2025		

WORK AUTHORIZATION NO. 7

PROJECT: Engineering Design Services for the CR 344 Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and K.C. Engineering, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$221,460.00.**

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, 2026**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 2025.

ENGINEER:	COUNTY:
K.C. Engineering, Inc.	Williamson County, Texas
By: Greg Haley, P.E.	By:
Signature	Signature
Greg Haley, P.E.	
Printed Name	Printed Name
President	
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review and oversight
- Provide design criteria.
- Topographic and R.O.W. Surveys for PS&E.
- Geotechnical Investigations; data and reports for PS&E.
- ROW Documents and Drainage Reports.
- Provide Atlas 14 HEC-RAS model and CAD file(s) for Schematic.
- Provide subdivision CAD files for Schematic.
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating and evaluating bids after bid opening, and providing recommendation of award of contract.
- Construction oversight, administration and management.

Attachment B – Services to be Provided by Engineer

Services to be Provided by Engineer (Schematic)

Project Location

1. Name of Roadway: CR 344
    a. Approximately 5,000 LF

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Division. Prepare monthly progress reports and invoices. Maintain project schedule and perform QC/QA.

Task 2: Geometric Design Schematic

Prepare a Geometric Design Schematic based upon a 45 MPH design speed with a six-lane divided rural typical section beginning approximately 5,000' north of CR 305 and ending at CR 305, based upon general guidance from the County. Determine approximate requirements for compliance with the Edwards Aquifer Protection Program and County rainfall runoff criteria. Determine approximate roadway cross-drainage structure sizing and assess backwater effects on the FEMA-regulated floodplain. Determine approximate ROW requirements. All elevation work will be based upon County LiDAR contours.

Task 3: Deliverable

Provide a PDF at an agreed-upon scale showing approximate ROW requirements, floodplains, geometric and hydraulic design elements, cross section runs, P&P, and typical sections.

Services to be Provided by Engineer (PS&E)

Project Location

1. Name of Roadway: CR 344
    a. Approximately 3,400 LF

Task 2: PS&E

Prepare PS&E based upon a 45 MPH design speed with a 43' (3-lane) rural typical section beginning approximately 3,400' north of CR 305 and ending at CR 305.

Task 1: Project Management

Attend Progress Review Meetings with County Road and Bridge Division at 50%, 90%, and Final. Prepare monthly progress reports and invoices. Maintain project schedule and perform QC/QA.

Task 2: Topographic Surveys and R.O.W. Surveys

To be provided by the County

Task 3: Preliminary Engineering

Conduct Site Visit and Field Reconnaissance to document existing conditions. Data collection including available as-builts. Develop conceptual geometric layout (1" = 20' H, 1" = 2' V) showing roadway horizontal and vertical geometry and proposed typical section. Prepare preliminary cross sections (50' interval and driveways). Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 10-yr, 25-yr, 50-yr, and 100-yr. All cross-drainage data will be obtained using Atlas 14 HEC-RAS models provided by the County and hydraulic modeling performed by the Engineer.

Task 4: Geotechnical Investigations and Pavement Design

To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

To be provided by the County

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and size driveway and cross culvert structures.

Plan Sheets:

- Title Sheet
- Index of Sheets
- Estimate of Quantities Summary
- Project Control
- Project Layout
- Typical Sections
- Horizontal Alignment Data
- Drainage Documentation
- H & H Summaries
- Miscellaneous Drainage Details
- Culvert Layouts
- Existing Conditions and Removal Plan
- Erosion Control Layouts
- Erosion Control Plan
- Sequence of Construction
- Traffic Control Plan (TCP)

- Driveway Details
- Driveway Summary
- Intersection Layout
- Roadway Plan & Profile
- Miscellaneous Roadway Details
- Signs & Pavement Markings
- Small Sign Summary
- SW3P
- Cross Sections
- Standards

Specifications
Cost Estimate
General Notes

Task 9: Bidding Phase Services

Prepare Bid Tabs for processing by Purchasing Department

Task 10: Construction Phase Services

Review shop drawings and respond to contractor RFIs. Prepare electronic as-built final drawings for the County based on construction red lines provided by the County.

Deliverables:

50% Submittal:

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

90% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes

100% Submittal

- PDFs of 11" x 17" Plan Sheets
- Specifications
- Estimate of Construction Cost
- General Notes
- Electronic copy of submittal documents in PDF format

ATTACHMENT C

WORK SCHEDULE

WORK AUTHORIZATION NO. 7

Task No.	Task Name	Duration	Time	Start	Finish
1	WA #7 - Notice to Proceed	0	Days	11/19/2025	11/19/2025
2	Schematic	36	Days	11/19/2025	12/25/2025
2	Survey (by others)	7	Days	1/1/2026	1/8/2026
3	Design	60	Days	1/8/2026	3/9/2026
4	50% PS&E	5	Days	3/9/2026	3/14/2026
5	QA/QC	1	Days	3/14/2026	3/15/2026
6	Submit 50% PS&E	0	Days	3/15/2026	3/15/2026
7	County Review	5	Days	3/15/2026	3/20/2026
8	90% PS&E	10	Days	3/20/2026	3/30/2026
9	QA/QC	2	Days	3/30/2026	4/1/2026
10	Submit 90% PS&E	0	Days	4/1/2026	4/1/2026
11	County Review	5	Days	4/1/2026	4/6/2026
12	Final PS&E	5	Days	4/6/2026	4/11/2026
13	Address 90% comments	2	Days	4/11/2026	4/13/2026
14	Final Quantities	2	Days	4/13/2026	4/15/2026
15	Final Estimate	2	Days	4/15/2026	4/17/2026
16	Assemble Final PS&E	2	Days	4/17/2026	4/19/2026
17	Submit Final PS&E	0	Days	4/19/2026	4/19/2026
18	County Review	5	Days	4/19/2026	4/24/2026
19	Submit Signed and Sealed PS&E	2	Days	4/24/2026	4/26/2026
20	Bid Advertisement	35	Days	4/26/2026	5/31/2026
21	Letting	1	Days	5/31/2026	6/1/2026
22	Award and Bonds	30	Days	6/1/2026	7/1/2026
23	Construction	120	Days	7/1/2026	10/29/2026
24	Complete Project	2	Days	10/29/2026	10/31/2026

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 7
CR 344

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	295.00	270.00	255.00	230.00	205.00	150.00	125.00	110.00	85.00	
1	**Geometric Design Schematic Development**										
1.1.1	Assemble Data				4						$ 920.00
1.1.2	FEMA Floodplains					4					$ 820.00
1.1.3	Horizontal Alignment				16	8					$ 5,320.00
1.1.4	Vertical Alignment				16	8					$ 5,320.00
1.1.5	Drainage Area Mapping					16					$ 3,280.00
1.1.6	Roadway Hydrology					24					$ 4,920.00
1.1.7	Roadway Hydraulics					16					$ 3,280.00
1.1.8	Culvert Sizing					16					$ 3,280.00
1.1.9	Cross Sections				12						$ 2,760.00
1.1.10	Plan and Profile				32						$ 7,360.00
1.1.11	Typical Sections				12						$ 2,760.00
1.1.12	Preparation for Submittal	1			8	8					$ 3,775.00
	Task 1.1 Total	**1**	**0**	**0**	**100**	**100**	**0**	**0**	**0**	**0**	**$ 43,795.00**
	Task 1 - Schematic Total	**1**	**0**	**0**	**100**	**100**	**0**	**0**	**0**	**0**	**$ 43,795.00**
2	**PS&E Development**										
2.1	**Roadway Design**										
2.1.1	Establish Horizontal Alignment				2	2					$ 870.00
2.1.2	Establish Vertical Alignment				2	2					$ 870.00
2.1.3	Site Visits				2	2					$ 870.00
2.1.4	Alignment & Superelevation Table				2	2					$ 870.00
2.1.5	Roadway Cross Sections				4	8	2				$ 2,860.00
2.1.6	Earthwork Calculations				2	4	3				$ 1,730.00
2.1.7	Roadway Plan Profile Sheets				16	60	10				$ 17,480.00
2.1.8	Driveway Profiles / Details / Summaries				2	6	4				$ 2,290.00
2.1.9	Side Road Profiles / Details / Summaries				2	6	4				$ 2,290.00
2.1.10	Miscellaneous Roadway Details				2	2	2				$ 1,170.00
2.1.11	Alignment Data				2	2	2				$ 1,170.00
2.1.12	Sequence of Construction				4	8	4				$ 3,160.00
2.1.13	Intersection Layouts				6	8	6				$ 3,920.00
2.1.14	Project Layout				1	6	8				$ 2,660.00
2.1.15	Title Sheet				1	1	3				$ 885.00
2.1.16	Survey Data				1	4					$ 1,050.00
2.1.17	Roadway Typical Sectons				2	6	6				$ 2,590.00
2.1.18	Index of Sheets				1	2	2				$ 940.00
2.1.19	Summary of Roadway Quantities				4	8	4				$ 3,160.00
2.1.20	Construction Estimate				4	8	2				$ 2,860.00
2.1.21	Assemble Applicable Standards				1	1	1				$ 585.00
	Task 2.1 Total	**0**	**0**	**0**	**63**	**148**	**63**	**0**	**0**	**0**	**$ 54,280.00**
2.2	**Hydrology & Hydraulics**										
2.2.1	Drainage Area Mapping (Roadway & Driveway)				4	10	8				$ 4,170.00
2.2.2	Roadway Hydrology				4	10	8				$ 4,170.00
2.2.3	Roadway Hydraulics				4	8	2				$ 2,860.00
2.2.4	Roadway Culvert Sizing				4	8	3				$ 3,010.00
2.2.5	Roadway H&H Summary Sheet & Tables				1	6	2				$ 1,760.00
2.2.6	Driveway Hydrology				4	12	6				$ 4,280.00
2.2.7	Driveway Hydraulics				1	8	4				$ 2,470.00
2.2.8	Driveway Culvert Sizing				1	6	4				$ 2,060.00
2.2.9	Driveway H&H Summary Sheet & Tables				1	3	4				$ 1,445.00
2.2.10	Storm Sewer Hydrology										$ -
2.2.11	Storm Sewer Hydraulics										$ -
2.2.12	Storm Sewer Inlet Sizing										$ -
2.2.13	Storm Sewer Trunk Line Sizing										$ -
2.2.14	Storm Sewer Plan & Profile										$ -
2.2.15	Storm Sewer H&H Summary Sheet & Tables										$ -
2.2.16	Culvert Layouts & Culvert Details				2	6	5				$ 2,440.00
2.2.17	Miscellaneous Drainage Details				1	1	1				$ 585.00
2.2.18	TCEQ Edwards Aquifier Compliance				8	60	4				$ 14,740.00
2.2.19	Summary of Drainage Quantities				1	2	1				$ 790.00
2.2.20	Assemble Applicable Standards				1	2	1				$ 790.00
	Task 2.2 Total	**0**	**0**	**0**	**37**	**142**	**53**	**0**	**0**	**0**	**$ 45,570.00**
2.3	**Signing & Pavement Marking**										
2.3.1	Sign Layouts				2	4	4				$ 1,880.00
2.3.2	Pavement Marking Layouts				4	6	4				$ 2,750.00

ATTACHMENT D - FEE SCHEDULE
WORK AUTHORIZATION NO. 7
CR 344

		K.C. ENGINEERING, INC.									
TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ENGINEER-IN-TRAINING	ENGINEERING ASSISTANT	CAD TECHNICIAN	CLERICAL	TOTAL
	Labor Rates	295.00	270.00	255.00	230.00	205.00	150.00	125.00	110.00	85.00	
2.3.3	Pavement Marking Details				1	6	4				$ 2,060.00
2.3.4	Summary of Pavement Markings				1	4	4				$ 1,650.00
2.3.5	Small Sign Summary				1	6	4				$ 2,060.00
2.3.6	Assemble Applicable Standards				1	2	2				$ 940.00
	Task 2.3 Total	**0**	**0**	**0**	**10**	**28**	**22**	**0**	**0**	**0**	**$ 11,340.00**
2.4	**Traffic Control Plans / SW3P**										
2.4.1	Traffic Control Layouts				8	16	8				$ 6,320.00
2.4.2	Traffic Control Typical Sections				2	4	6				$ 2,180.00
2.4.3	Intersection Design				1	8	3				$ 2,320.00
2.4.4	Driveway Design				2	12	8				$ 4,120.00
2.4.5	Storm Water Pollution Prevention Plan (SW3P)				1	3	1				$ 995.00
2.4.6	Erosion Control Plan				4	32	16				$ 9,880.00
2.4.7	Miscellaneous TCP and Erosion Details				1	2	2				$ 940.00
2.4.8	Assemble Applicable Standards				1	1	2				$ 735.00
	Task 2.4 Total	**0**	**0**	**0**	**20**	**78**	**46**	**0**	**0**	**0**	**$ 27,490.00**
2.5	**PS&E Documents**										
2.5.1	Summary of Quantities				2	12	8				$ 4,120.00
2.5.2	Basis of Estimate				2	6	2				$ 1,990.00
2.5.3	Construction Cost Estimate				4	16	8				$ 5,400.00
2.5.4	Construction Duration Estimate				2	4	2				$ 1,580.00
2.5.5	General Notes & Specifications				4	6	2				$ 2,450.00
2.5.6	Supporting Contract Documentation				4	6	2				$ 2,450.00
	Task 2.5 Total	**0**	**0**	**0**	**18**	**50**	**24**	**0**	**0**	**0**	**$ 17,990.00**
2.6	**Project Management**										
2.6.1	Project Administration	4			4					8	$ 2,780.00
2.6.2	Maintain Project Records	4			8					4	$ 3,360.00
2.6.3	Periodic Progress Meetings (County)	1			4						$ 1,215.00
2.6.4	Periodic Progress Meetings (Subconsultants)										$ -
2.6.5	QA/QC	4			4	8	4			4	$ 4,680.00
2.6.6	Invoice Preparation	3								8	$ 1,565.00
2.6.7	Progress Reports	3								8	$ 1,565.00
2.6.8	Plans Preparation for Submittal	4			6	8	4			4	$ 5,140.00
	Task 2.6 Total	**23**	**0**	**0**	**26**	**16**	**8**	**0**	**0**	**36**	**$ 20,305.00**
	Task 2 - PS&E Total	**23**	**0**		**174**	**462**	**216**	**0**	**0**	**36**	**$ 176,975.00**
3	**Project Bidding**										
3.1	**Project Bidding**										
3.1.1	Prepare Addenda										$ -
3.1.2	Contractor Questions (RFI)				1						$ 230.00
3.1.3	Attend Pre-Bid Conference				1						$ 230.00
3.1.4	Tabulate Bids				1						$ 230.00
3.1.5	Prepare Recommendation Letter										$ -
	Task 3 Project Bidding Total	**0**	**0**	**0**	**3**	**0**	**0**	**0**	**0**	**0**	**$ 690.00**
4	**Construction Support**										
4.1	**Construction Support (If Required)**										
4.1.1	Preconstruction Meeting										$ -
4.1.2	Review Shop Drawings										$ -
4.1.3	General Construction Support										$ -
4.1.4	Prepare Change Orders as Necessary										$ -
	Task 4 Construction Support Total	**0**	**0**	**0**	**0**	**0**	**0**			**0**	**$ -**
	Total Tasks 1, 2, 3, & 4	**24**	**0**	**0**	**277**	**562**	**216**	**0**	**0**	**36**	**$ 221,460.00**

Commissioners Court - Regular Session **49.**

Meeting Date: 11/18/2025

Atlas 24RFSQ12 WA2 SA1 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 to correct the Funding Source provided in Item No 24 of the Williamson County Commissioners Court Session on October 28, 2025, to provide that Funding Source: P499 as the correct funding source for the Materials Testing and Geotechnical Engineering Services contract with Atlas Technical Consultants LLC. for CR 201.

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	11/10/2025 01:57 PM
Form Started By: Vicky Edwards		Started On: 11/03/2025 01:21 PM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **50.**

Meeting Date: 11/18/2025

Approval of Contract #2026-073 for the Purchase of 2 John Deere FC15R Flex Wing Rotary Cutters from Coufal-Prater Equipment LLC dba United Ag & Turf for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #2026-073 for the Purchase of 2 John Deere FC15R Flex Wing Rotary Cutters from Coufal-Prater Equipment LLC dba United Ag & Turf for the total amount of $61,795.60 pursuant to Co-Op Sourcewell 082923-DAC and authorizing the execution of the agreement.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 and Origination ID# is 3897. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote - REDACTED

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:08 PM
Form Started By: Fernando Ramirez		Started On: 10/29/2025 09:53 AM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS

COUFAL PRATER EQUIPMENT LLC DBA UNITED AG & TURF

(Quote Id: [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 CONTRACT FOR GOODS (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 **Coufal Prater Equipment LLC DBA United Ag & Turf** (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.

Goods: Service Provider shall supply the County the goods described in the **Quote Id:** [redacted] attached as **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.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with cooperative contract Sourcewell# 082923-DAC. The not-to-exceed amount for the life of this contract shall be **Sixty-One Thousand Seven Hundred Ninety-Five Dollars and Sixty Cents ($61,795.60)**.

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.

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.

V.

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.

VI.

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.

VII.

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.

VIII.

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

IX.

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.

X.

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.

XI.

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

XII.

No Assignment: Service Provider may not assign this Contract.

XIII.

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

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

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 **Quote Id:** [redacted] marked as **Exhibit "A"**;
B. The purchasing cooperative Sourcewell# 082923-DAC, incorporated by reference 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.

XIX.

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:	**Coufal Prater Equipment LLC DBA United Ag & Turf:**
_____	Curtis Abel
Authorized Signature	Authorized Signature
_____	Curtis Abel
County Judge/Presiding Officer	Printed Name
Date: _____, _____ 20___	Date: October, 29 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 29 2025 Time: 9:36 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 30 2025 Time: 10:42 am

Exhibit “A”
Quote Id: [redacted]

JOHN DEERE

UNITED Ag & Turf

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
979-822-7684
[redacted]

Quote Summary

Prepared For:
[redacted]
WILLIAMSON COUNTY ROAD & BRIDGE
[redacted]
3151 SE INNER LOOP
GEORGETOWN, TX 78626
[redacted]
[redacted]

Delivering Dealer:
United Ag & Turf
[redacted]
3110 Highway 21 W
Bryan, TX 77803
Phone: 979-822-7684
[redacted]

Quote Id: [redacted]

Payment to:
UNITED AG & TURF
7736 Central Park Dr.
Waco, TX 76712

Created On: 01 October 2025
Last Modified On: 18 October 2025
Expiration Date: 31 October 2025

Equipment Summary	Selling Price	Qty		Extended
JOHN DEERE FC15R Flex Wing Rotary Cutter **Contract:** Sourcewell Ag 082923-DAC (PG BA CG 76) **Price Effective Date:** September 30, 2025	$ 30,897.80 X	2	=	$ 61,795.60
Equipment Total				**$ 61,795.60**

Trade In Total **$ 0.00**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 61,795.60
Trade In	
SubTotal	**$ 61,795.60**
Total	$ 61,795.60
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 61,795.60**

Salesperson: X_____ **Accepted By: X**_____

JOHN DEERE

UNITED Ag & Turf

Selling Equipment

Quote Id: [redacted] **Customer Name:** WILLIAMSON COUNTY ROAD & BRIDGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
979-822-7684
[redacted]

JOHN DEERE FC15R Flex Wing Rotary Cutter

Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)

Price Effective Date: September 30, 2025

Selling Price *
$ 61,795.60

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22F0P	FC15R Flex Wing Rotary Cutter	2	$ 38,581.00	24.00	$ 9,259.44	$ 29,321.56	$ 58,643.12
	Standard Options - Per Unit						
0202	United States	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1220	Airbag Suspension	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
2541	Inward Rotation	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3335	8 Foam-Filled Tires - (Double tires on center and wings) - Severe duty ag tires	2	$ 2,074.00	24.00	$ 497.76	$ 1,576.24	$ 3,152.48
3511	540 RPM Driveline - Cat 6	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
3603	540 RPM - 125 HP Gearbox - Commercial duty - Inward rotation	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5120	Ball Type Hitch	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
5280	Rigid Casting Tongue	2	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 2,074.00**		**$ 497.76**	**$ 1,576.24**	**$ 3,152.48**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 40,655.00**		**$ 9,757.20**	**$ 30,897.80**	**$ 61,795.60**

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:
2025-1382630

Date Filed:
10/29/2025

Date Acknowledged:
10/29/2025

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

Coufal-Prater Equipment, LLC Dba United Ag & Turf
Waco, 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.

2026-073
John Deere FC15R Flex Wing Rotary Cutter x2

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:
2025-1382630

Date Filed:
10/29/2025

Date Acknowledged:

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

Coufal-Prater Equipment, LLC Dba United Ag & Turf
Waco, 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.

2026-073
John Deere FC15R Flex Wing Rotary Cutter x2

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 Curtis Abel, and my date of birth is [redacted].

My address is [redacted], [redacted] (city), TX (state), 76073 (zip code), USA (country).

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

Executed in McLennan County, State of Texas, on the 29 day of October (month), 20 25 (year).

Curtis Abel

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **51.**

Meeting Date: 11/18/2025

Authorize Issuing IFB #26IFB7 Metal Beam Guard Fence for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Metal Beam Guard Fence, under IFB #26IFB7.

Background

Williamson County is seeking qualified companies to provide experienced Metal Beam Guard Fence (MBGF) crews and materials to replace and/or install new MBGF and remove existing deteriorated/damaged MBGF. The Estimated Budget is $200,000.00. The funding source is 01.0200.0210.003599 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:35 PM
Form Started By: Fernando Ramirez		Started On: 10/31/2025 09:09 AM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **52.**

Meeting Date: 11/18/2025

EWH, Seg 5 – BGE – SWA#1 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the East Wilco Highway, Segment 5 contract executed on March 19, 2024, between Williamson County and BGE, Inc. relating to the 2023 Road Bond Program.

Background

BGE, Inc. Supplemental No. 1 to Work Authorization No. 1 extends the termination date to November 30, 2026.
Project: P693 Fund Source: Road Bond

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EWH, Seg 5 – BGE – SWA#1 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:23 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:47 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. __1__

WILLIAMSON COUNTY ROAD BOND PROJECT:

East Wilco Highway Segment 5 PS&E

This Supplemental Work Authorization No. _1__ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and ___BGE Inc.___ (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. __1__ dated effective March 22, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on November 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-1".

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
BGE, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Eric Busker, PE	
Printed Name	Printed Name
Director	
Title	Title
11/03/2025	
Date	Date

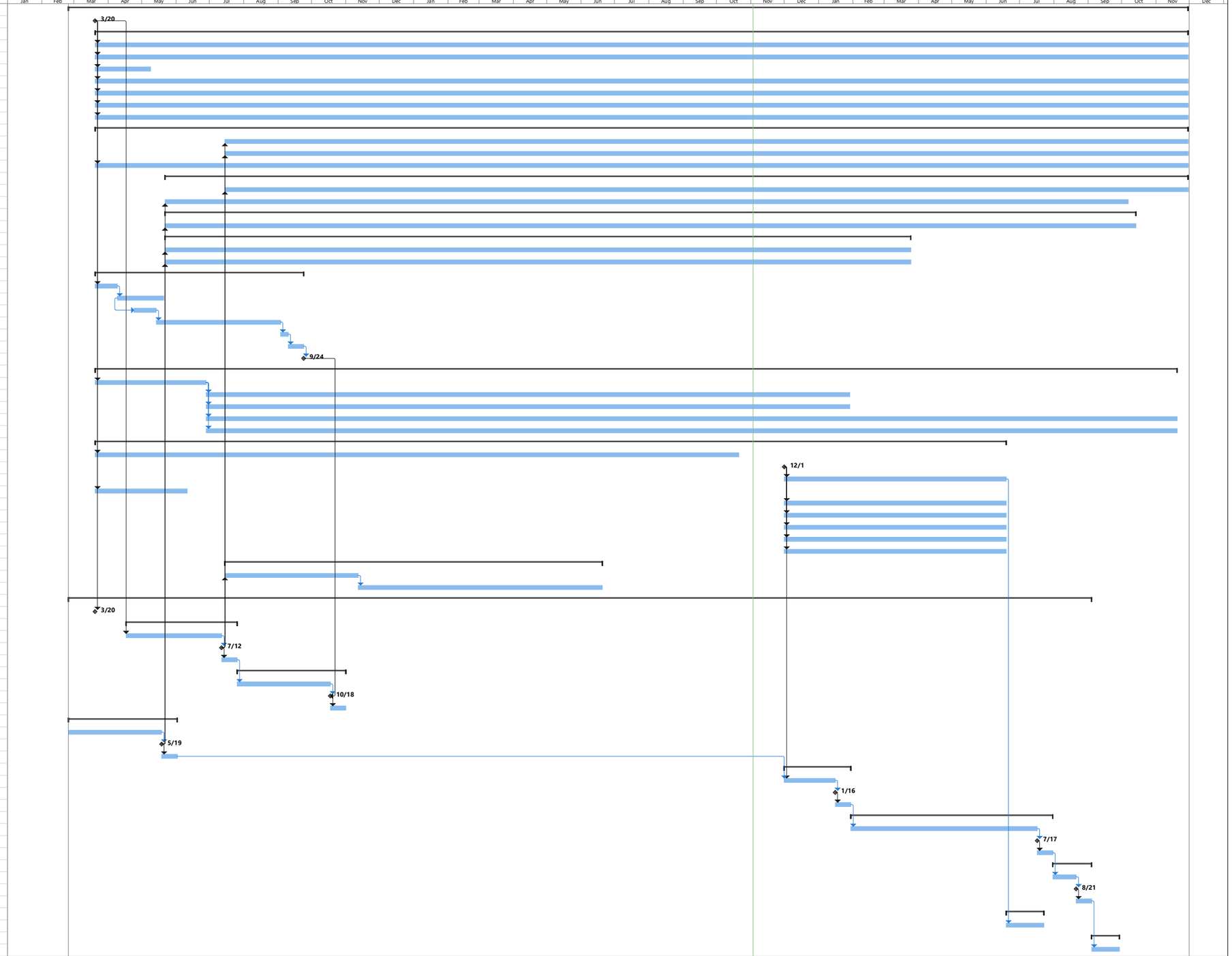
LIST OF ATTACHMENTS

Attachment C-1 – Work Schedule

APPROVED

By Christen Eschberger at 10:15 am, Nov 10, 2025

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**East Wilco Highway - Segment 5 PS&E**	**1009 days**	**Sun 2/25/24**	**Mon 11/30/26**	
2		Notice to Proceed	0 days	Wed 3/20/24	Wed 3/20/24	
3		**Task 1: Project Management**	**985 days**	**Wed 3/20/24**	**Mon 11/30/26**	
4		Communication	985 days	Wed 3/20/24	Mon 11/30/26	2
5		Progress Reports, Invoices, Billings	985 days	Wed 3/20/24	Mon 11/30/26	2
6		QAQC Plan	50 days	Wed 3/20/24	Thu 5/9/24	2
7		Project Coordination and Administration	985 days	Wed 3/20/24	Mon 11/30/26	2
8		Progress/Coordination Meetings	985 days	Wed 3/20/24	Mon 11/30/26	2
9		Project Schedule and Updates	985 days	Wed 3/20/24	Mon 11/30/26	2
10		Project Documentation/Files	985 days	Wed 3/20/24	Mon 11/30/26	2
11		**Task 2: Public Involvement**	**985 days**	**Wed 3/20/24**	**Mon 11/30/26**	
12		Public Involvement Support	868 days	Mon 7/15/24	Mon 11/30/26	54FS+3 days
13		Property Owner Meeting Support	868 days	Mon 7/15/24	Mon 11/30/26	54FS+3 days
14		Stakeholder Meetings	985 days	Wed 3/20/24	Mon 11/30/26	2
15		**Task 3: Utility Coordination Support**	**922 days**	**Wed 5/22/24**	**Mon 11/30/26**	
16		Incorporate Utility Information	868 days	Mon 7/15/24	Mon 11/30/26	54FS+3 days
17		Utility Meetings	868 days	Wed 5/22/24	Wed 10/7/26	62FS+3 days
18		**Task 4: Right-of-Way Mapping**	**875 days**	**Wed 5/22/24**	**Wed 10/14/26**	
19		Parcel Acquisition Documents	875 days	Wed 5/22/24	Wed 10/14/26	62FS+3 days
20		**Task 5: Condemnation Support**	**672 days**	**Wed 5/22/24**	**Wed 3/25/26**	
21		Condemnation Hearing Exhibits	672 days	Wed 5/22/24	Wed 3/25/26	62FS+3 days
22		Condemnation Hearings	672 days	Wed 5/22/24	Wed 3/25/26	62FS+3 days
23		**Task 6: Design Surveying**	**188 days**	**Wed 3/20/24**	**Tue 9/24/24**	
24		Project Setup, Research and Background Data	20 days	Wed 3/20/24	Tue 4/9/24	2
25		Prepare and Send out Right of Entry Letters	42 days	Tue 4/9/24	Tue 5/21/24	24
26		Establish Horizontal and Vertical Control	20 days	Wed 4/24/24	Tue 5/14/24	25SS+15 days
27		Obtain ROW Design Survey Data	112 days	Tue 5/14/24	Tue 9/3/24	26
28		Hydraulic X-Sections	7 days	Tue 9/3/24	Tue 9/10/24	27
29		Prepare DGN and DTM	14 days	Tue 9/10/24	Tue 9/24/24	28
30		QA/QC Deliverables	0 days	Tue 9/24/24	Tue 9/24/24	29
31		**Task 7: Drainage Study**	**975 days**	**Wed 3/20/24**	**Fri 11/20/26**	
32		Hydrologic/Hydraulic Modeling	100 days	Wed 3/20/24	Fri 6/28/24	2
33		Impact and Mitigation Analysis	580 days	Fri 6/28/24	Thu 1/29/26	32
34		Scour Analysis	580 days	Fri 6/28/24	Thu 1/29/26	32
35		Culvert Analysis	875 days	Fri 6/28/24	Fri 11/20/26	32
36		Ditch Analysis	875 days	Fri 6/28/24	Fri 11/20/26	32
37		**Task 8: Environmental Services**	**821 days**	**Wed 3/20/24**	**Fri 6/19/26**	
38		County Due Diligence	580 days	Wed 3/20/24	Tue 10/21/25	2
39		Obtain TxDOT CSJ	0 days	Mon 12/1/25	Mon 12/1/25	
40		TxDOT Environmental Clearance	200 days	Mon 12/1/25	Fri 6/19/26	39
41		Data Collection and Field Reconnaissance	83 days	Wed 3/20/24	Tue 6/11/24	2
42		Hazardous Materials Environmental Site Assessment	200 days	Mon 12/1/25	Fri 6/19/26	39
43		Section 404 Clean Water Act Compliance	200 days	Mon 12/1/25	Fri 6/19/26	39
44		Endangered Species Act Compliance	200 days	Mon 12/1/25	Fri 6/19/26	39
45		Historical Site Compliance	200 days	Mon 12/1/25	Fri 6/19/26	39
46		Texas Antiquities Code Compliance	200 days	Mon 12/1/25	Fri 6/19/26	39
47		**Task 9: Geotechnical Services**	**340 days**	**Mon 7/15/24**	**Fri 6/20/25**	
48		Borings	120 days	Mon 7/15/24	Tue 11/12/24	54FS+3 days
49		Geotechnical Reports	220 days	Tue 11/12/24	Fri 6/20/25	48
50		**Task 10: Plan Preparation**	**922 days**	**Sun 2/25/24**	**Fri 9/4/26**	
51		Williamson County & TxDOT Criteria	0 days	Wed 3/20/24	Wed 3/20/24	2
52		**Pre-30% Submittal**	**100 days**	**Wed 4/17/24**	**Fri 7/26/24**	
53		Design Criteria and Conceptual Layout	86 days	Wed 4/17/24	Fri 7/12/24	2FS+28 days
54		Submittal	0 days	Fri 7/12/24	Fri 7/12/24	53
55		Plan Review by GEC	14 days	Fri 7/12/24	Fri 7/26/24	54
56		**30% PS&E Submittal**	**98 days**	**Fri 7/26/24**	**Fri 11/1/24**	
57		Plans Development	84 days	Fri 7/26/24	Fri 10/18/24	55
58		Submittal	0 days	Fri 10/18/24	Fri 10/18/24	57,30FF
59		Plan Review by GEC	14 days	Fri 10/18/24	Fri 11/1/24	58
60		**60% PS&E Submittal**	**98 days**	**Sun 2/25/24**	**Sun 6/2/24**	
61		Plans Development	84 days	Sun 2/25/24	Sun 5/19/24	
62		Submittal	0 days	Sun 5/19/24	Sun 5/19/24	61
63		Plan Review by GEC	14 days	Sun 5/19/24	Sun 6/2/24	62
64		**90% PS&E Submittal**	**60 days**	**Mon 12/1/25**	**Fri 1/30/26**	
65		Plans Development (after TxDOT CSJ)	46 days	Mon 12/1/25	Fri 1/16/26	63,39
66		Submittal	0 days	Fri 1/16/26	Fri 1/16/26	65
67		Plan Review by GEC	14 days	Fri 1/16/26	Fri 1/30/26	66
68		**100% PS&E Submittal**	**182 days**	**Fri 1/30/26**	**Fri 7/31/26**	
69		Plans Development	168 days	Fri 1/30/26	Fri 7/17/26	67
70		Submittal	0 days	Fri 7/17/26	Fri 7/17/26	69
71		Plan Review by GEC	14 days	Fri 7/17/26	Fri 7/31/26	70
72		**Final PS&E Submittal**	**35 days**	**Fri 7/31/26**	**Fri 9/4/26**	
73		Plans Development	21 days	Fri 7/31/26	Fri 8/21/26	71
74		Submittal	0 days	Fri 8/21/26	Fri 8/21/26	73
75		Plan Review by GEC	14 days	Fri 8/21/26	Fri 9/4/26	74
76		**Task 11: Permits**	**34 days**	**Fri 6/19/26**	**Thu 7/23/26**	
77		Permits	34 days	Fri 6/19/26	Thu 7/23/26	40
78		**Task 12: Bidding Phase Services**	**25 days**	**Fri 9/4/26**	**Tue 9/29/26**	
79		Bidding Phase Services	25 days	Fri 9/4/26	Tue 9/29/26	75



Project: East Wilco Highway - S
Date: Mon 11/3/25

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

Commissioners Court - Regular Session **53.**

Meeting Date: 11/18/2025

CR 123 – Doucet – SWA#1 to WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 2 to the CR 123 contract executed on July 3, 2024, between Williamson County and Doucet & Associates, Inc. relating to the 2023 Road Bond Program.

Background

Doucet & Associates, Inc. Supplemental No. 1 to Work Authorization No. 2 extends the termination date to February 28, 2026.
Project: P682
Fund Source: Road Bond

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 123 – Doucet – SWA#1 to WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Ragan Riggs		Started On: 11/11/2025 12:43 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY ROAD BOND PROJECT:
PROJECT: CR 123

This Supplemental Work Authorization No. _1_ to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated July 3, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Doucet & Associates, Inc (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _2_ dated effective July 1, 2025 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on February 28th, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
Doucet & Associates, Inc.	Williamson County, TX
By: Frank Olshefski Signature	By: _____ Signature
Frank Olshefski, PE Printed Name	_____ Printed Name
Director of Transportation Title	_____ Title
November 3, 2025 Date	_____ Date

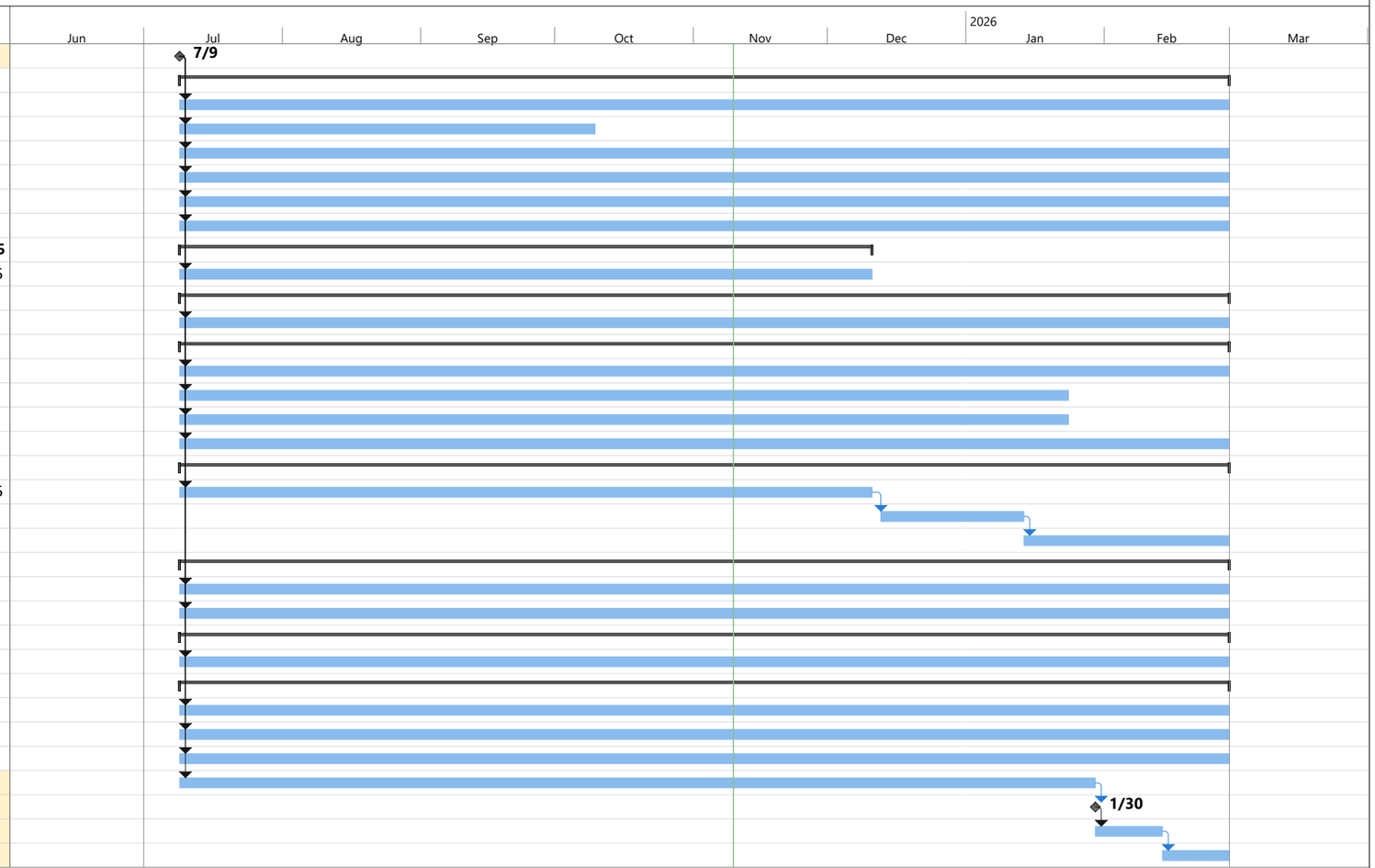
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 10:46 am, Nov 11, 2025

Doucet & Associates, Inc, a Kleinfelder Company
Attachment C - Work Schedule
24RFQS11 Engineering Services for Williamson County Road Bond Projects
CR 123 Bridge at Brushy Creek WA2

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Wed 7/9/25	Wed 7/9/25
2	**Project Management**	**235 days**	**Wed 7/9/25**	**Sat 2/28/26**
3	Monthly Invoices and Progress Reports including Deliverable Table	235 days	Wed 7/9/25	Sat 2/28/26
4	Project Specific QA/QC Plan	93 days	Wed 7/9/25	Thu 10/9/25
5	Meeting Minutes, Sign-In Sheets, and Agendas	235 days	Wed 7/9/25	Sat 2/28/26
6	Project Schedule and Updates	235 days	Wed 7/9/25	Sat 2/28/26
7	Project Files	235 days	Wed 7/9/25	Sat 2/28/26
8	QA/QC Documentation with Deliverable	235 days	Wed 7/9/25	Sat 2/28/26
9	**Surveying**	**155 days**	**Wed 7/9/25**	**Wed 12/10/25**
10	Mapping in 2-D and 3-D MicroStation Files (Grid or Datum)	155 days	Wed 7/9/25	Wed 12/10/25
11	**Utility Coordination Support**	**235 days**	**Wed 7/9/25**	**Sat 2/28/26**
12	Uility information incorporated into plans and design files	235 days	Wed 7/9/25	Sat 2/28/26
13	**Environmental**	**235 days**	**Wed 7/9/25**	**Sat 2/28/26**
14	County Due Diligence	235 days	Wed 7/9/25	Sat 2/28/26
15	Data Collection & Field Reconnaissance & limited report	199 days	Wed 7/9/25	Fri 1/23/26
16	Hazardous Materials Initial Site Assessment	199 days	Wed 7/9/25	Fri 1/23/26
17	Pre-Application Meeting with USACE	235 days	Wed 7/9/25	Sat 2/28/26
18	**Route / Design Studies**	**235 days**	**Wed 7/9/25**	**Sat 2/28/26**
19	Data Collection	155 days	Wed 7/9/25	Wed 12/10/25
20	Review and Organize	32 days	Sat 12/13/25	Tue 1/13/26
21	Alternative Alignment Analysis & Report	46 days	Wed 1/14/26	Sat 2/28/26
22	**Drainage Study**	**235 days**	**Wed 7/9/25**	**Sat 2/28/26**
23	Preliminary Drainage Report	235 days	Wed 7/9/25	Sat 2/28/26
24	Final Drainage Report	235 days	Wed 7/9/25	Sat 2/28/26
25	**Right-of-Way Mapping**	**235 days**	**Wed 7/9/25**	**Sat 2/28/26**
26	Parcel and ROW Exhibits	235 days	Wed 7/9/25	Sat 2/28/26
27	**Public Involvement**	**235 days**	**Wed 7/9/25**	**Sat 2/28/26**
28	Prepare Exhibits for 1 meeting	235 days	Wed 7/9/25	Sat 2/28/26
29	1 - Meeting with Wilco in Person at HNTB	235 days	Wed 7/9/25	Sat 2/28/26
30	2 - Field Visits with Wilco	235 days	Wed 7/9/25	Sat 2/28/26
31	Review	205 days	Wed 7/9/25	Thu 1/29/26
32	Final Submittal (Final Report & Supporting Documents)	0 days	Fri 1/30/26	Fri 1/30/26
33	GEC Review after contract completion	15 days	Fri 1/30/26	Fri 2/13/26
34	Project Conclusion	15 days	Sat 2/14/26	Sat 2/28/26



Commissioners Court - Regular Session **54.**

Meeting Date: 11/18/2025

Bagdad Rd/CR 279 – Binkley & Barfield – SWA#1 to WA#4

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 4 to the Bagdad Rd./CR 279 contract executed on April 7, 2020, between Williamson County and Binkley & Barfield, Inc. relating to the 2019 Road Bond Program.

Background

Binkley & Barfield, Inc. Supplemental No. 1 to Work Authorization No. 4 extends the termination date to May 31, 2026. Project: P343 Fund Source: Road Bond Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bagdad Rd/CR 279 – Binkley & Barfield – SWA#1 to WA#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Ragan Riggs		Started On: 11/11/2025 12:45 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD BOND PROJECT:
Bagdad Rd/CR 279 from Loop 332 to CR 281

This Supplemental Work Authorization No. 1 to Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 7, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Binkley & Barfield, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 4 dated effective Janaury 18, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on May 31st, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C1" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization to be effective as of the date of the last party's execution below.

EXECUTED this _____ day of _____, 2025.

ENGINEER:	**COUNTY:**
Binkley & Barfield, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
David Calabuig	_____
Printed Name	Printed Name
Vice President	County Judge
Title	Title

LIST OF ATTACHMENTS
Attachment C1 - Work Schedule

APPROVED
By Christen Eschberger at 10:44 am, Nov 11, 2025

ATTACHMENT C1
SCHEDULE FOR
BAGDAD ROAD/CR 279

Task	Description	Begin Date	End Date
	NTP	2/8/2024	
1.	Construction Phase Services	2/8/2024	5/31/2026

Commissioners Court - Regular Session **55.**

Meeting Date: 11/18/2025

CR 258 – ASI – SWA#2 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 1 to the CR 258 contract executed on March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

Background

American Structurepoint, Inc. Supplemental No. 2 to Work Authorization No. 1 extends the termination date to March 31, 2026. Project: P665 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 258 – ASI – SWA#2 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:23 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:41 PM
Final Approval Date: 11/12/2025		

Docusign Envelope ID: A4103A7A-B21C-4D60-BA47-E0675D10DC86

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 1
PROJECT: CR 258

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated 03/19/2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows;

I. The Work Authorization shall terminate on 03/31/2026. The Services to be provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C-2".

Except as otherwise amended by prior Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect:

--Signature page to follow --

Docusign Envelope ID: A4103A7A-B21C-4D60-BA47-E0675D10DC86

EXECUTED this_____day of_____, 2025.

ENGINEER:	COUNTY:
American Structurepoint, Inc.	Williamson County, Texas
By: DocuSigned by: 776D9161DC924D7... Signature	By: _____ Signature
Steven J. Davidson, PE Printed Name	_____ Printed Name
Chief Strategy Officer Title	_____ Title

LIST OF ATTACHMENTS

Attachment C-2 - Work Schedule

APPROVED
By Christen Eschberger at 10:06 am, Nov 10, 2025

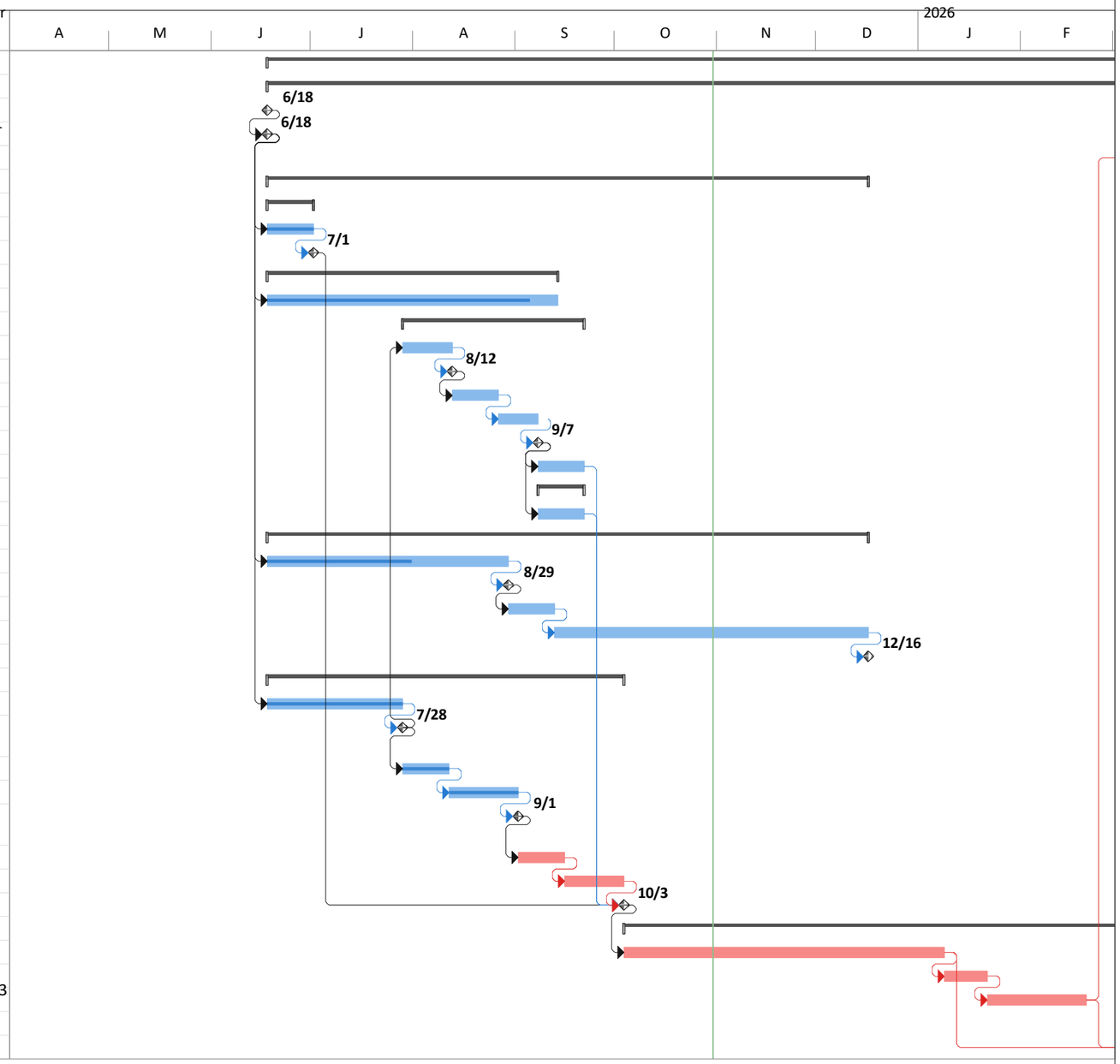
Docusign Envelope ID: A4103A7A-B21C-4D60-BA47-E0675D10DC86

PRIME: AMERICAN STRUCTUREPOINT, INC.
ROADWAY: CR 258

ATTACHMENT C-2 - WORK SCHEDULE

SWA2 TO WA1

ID	Task Name	Duration	Start	Finish	Predecess	% Complete	Successor
1	**Williamson County - CR 258 Schedule - WA2**	**287 days**	**Wed 6/18/25**	**Tue 3/31/26**		**35%**	
2	**Milestones**	**287 days**	**Wed 6/18/25**	**Tue 3/31/26**		**0%**	
3	Start Date	0 days	Wed 6/18/25	Wed 6/18/25		100%	4
4	Notice to Proceed = Date of Execution	0 days	Wed 6/18/25	Wed 6/18/25	3	100%	22,8,28,1
5	Work Authorization Termination	0 days	Tue 3/31/26	Tue 3/31/26	39FS+39 d	0%	41
6	**Design Development Activities**	**182 days**	**Wed 6/18/25**	**Tue 12/16/25**		**46%**	
7	**Project Management**	**14 days**	**Wed 6/18/25**	**Tue 7/1/25**		**100%**	
8	Create CPM Baseline Schedule	14 days	Wed 6/18/25	Tue 7/1/25	4	100%	9
9	Submit CPM Baseline Schedule	0 days	Tue 7/1/25	Tue 7/1/25	8	100%	35
10	**Utility Coordination Support**	**88 days**	**Wed 6/18/25**	**Sat 9/13/25**		**90%**	
11	Review utility information, incorporate utility information into de	88 days	Wed 6/18/25	Sat 9/13/25	4	90%	
12	**Right of Way and Mapping**	**55 days**	**Tue 7/29/25**	**Sun 9/21/25**		**0%**	
13	Develop Parcel Acquisition Documents	15 days	Tue 7/29/25	Tue 8/12/25	29	0%	14
14	Submit Draft Parcel Acquisition Documents	0 days	Tue 8/12/25	Tue 8/12/25	13	0%	15
15	GEC / County Review of Parcel Acquisition Documents	14 days	Wed 8/13/25	Tue 8/26/25	14	0%	16
16	Address GEC Comments on Draft Acquisition Documents	12 days	Wed 8/27/25	Sun 9/7/25	15	0%	17
17	Submit Final Parcel Acquisition Documents	0 days	Sun 9/7/25	Sun 9/7/25	16	0%	20,18
18	Conduct Monument and ROW Staking	14 days	Mon 9/8/25	Sun 9/21/25	17	0%	35
19	**Condemnation Support**	**14 days**	**Mon 9/8/25**	**Sun 9/21/25**		**0%**	
20	Support Condemnation Hearing Exhibits	14 days	Mon 9/8/25	Sun 9/21/25	17	0%	35
21	**Environmental Services**	**182 days**	**Wed 6/18/25**	**Tue 12/16/25**		**24%**	
22	Perform Environmental Services	73 days	Wed 6/18/25	Fri 8/29/25	4	60%	23
23	Submit All Draft Environmental Reports	0 days	Fri 8/29/25	Fri 8/29/25	22	0%	24
24	GEC / County Review of Draft Environmental Reports	14 days	Sat 8/30/25	Fri 9/12/25	23	0%	25
25	Prepare All Final Environmental Reports	95 days	Sat 9/13/25	Tue 12/16/25	24	0%	26
26	Submit All Final Environmental Reports	0 days	Tue 12/16/25	Tue 12/16/25	25	0%	
27	**Plan Preparation (PS&E)**	**108 days**	**Wed 6/18/25**	**Fri 10/3/25**		**70%**	
28	60% Design	41 days	Wed 6/18/25	Mon 7/28/25	4	100%	29
29	60% PS&E Submittal & Draft Contributing Zone Plan & Draft Drainage Report and Drainage Models	0 days	Mon 7/28/25	Mon 7/28/25	28	100%	30,13
30	GEC / County 60% Review	14 days	Tue 7/29/25	Mon 8/11/25	29	100%	31
31	100% Design	21 days	Tue 8/12/25	Mon 9/1/25	30	100%	32
32	100% PS&E Submittal & Final Drainage Report and Drainage Models & CZP	0 days	Mon 9/1/25	Mon 9/1/25	31	0%	33
33	GEC / County 100% Review	14 days	Tue 9/2/25	Mon 9/15/25	32	0%	34
34	Final Submittal preparation	18 days	Tue 9/16/25	Fri 10/3/25	33	0%	35
35	**Final Submittal**	**0 days**	**Fri 10/3/25**	**Fri 10/3/25**	34,9,18,2	0%	37
36	**Bidding Phase Services**	**179 days**	**Sat 10/4/25**	**Tue 3/31/26**		**0%**	
37	Bidding Phase Services	97 days	Sat 10/4/25	Thu 1/8/26	35	0%	41,38
38	Letting	13 days	Fri 1/9/26	Wed 1/21/26	37	0%	39
39	Preconstruction	30 days	Thu 1/22/26	Fri 2/20/26	38	0%	41,5FS+3
40	**Contract End**	**0 days**	**Tue 3/31/26**	**Tue 3/31/26**		**0%**	
41	Contract End	0 days	Tue 3/31/26	Tue 3/31/26	5,37,39	0%	



SWA2 to WA1
Termination Date:
March 31, 2026

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

Commissioners Court - Regular Session **56.**

Meeting Date: 11/18/2025

On-Call Surveying (LRTP) – Diamond – SWA#2 WA#4

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 2 to Work Authorization No. 4 to the On-Call Surveying Services (LRTP) contract executed March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to the LTP/Corridor Program.

Background

This Supplemental No. 2 to Work Authorization No. 4 extends the termination date to May 31, 2026. Project: P457 Fund Source: LTP/Corridor Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Surveying (LRTP) – Diamond – SWA#2 WA#4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:23 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:46 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 02
TO
WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY ROAD AND BRIDGE PROGRAM: LRTP On-Call Survey Services

This Supplemental Work Authorization No. 02 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 04 dated effective July 31, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **May 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:**
Diamond Surveying, Inc.	**Williamson County, Texas**
By: _____	By: _____
Signature	Signature
_Shane Shafer_____	_____
Printed Name	Printed Name
President_____	_____
Title	Title
November 4, 2025_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment C – Work Schedule

APPROVED
By Christen Eschberger at 10:16 am, Nov 10, 2025

ATTACHMENT C

WORK SCHEDULE

On-Call Survey Services

Work shall begin immediately upon receipt of written Notice to Proceed (NTP) on assigned tasks. Memorandum of Understanding (MOU) may be included for outline of assigned tasks.

This Supplemental Work Authorization is to extend the termination date from December 31, 2025 as listed in Supplemental Work Authorization No. 1 to Work Authorization No. 4 to May 31, 2026. No additional survey services requested – survey services shall remain the same as shown in Supplemental Work Authorization No. 1 to Work Authorization No. 4.

Commissioners Court - Regular Session **57.**

Meeting Date: 11/18/2025

Liberty Hill Bypass East (Segment 3) – LJA – SWA#3 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Liberty Hill Bypass East (Segment 3) contract executed on March 19, 2024, between Williamson County and LJA Engineering, Inc. relating to the 2023 Road Bond Program.

Background

LJA Engineering, Inc. Supplemental No. 3 to Work Authorization No. 1 extends the termination date to September 30, 2026. Project: P663 Fund Source: Road Bond

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill Bypass East (Segment 3) – LJA – SWA#3 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:23 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:40 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY ROAD BOND PROJECT:
Liberty Hill Bypass East (Segment 3)

This Supplemental Work Authorization No. 3 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19th, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and LJA Engineering, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22nd, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on September 30th, 20 26 . The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

LJA Engineering, Inc.

By: _____
Signature

Derek Bohls
Printed Name

Vice President
Title

10/31/2025
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

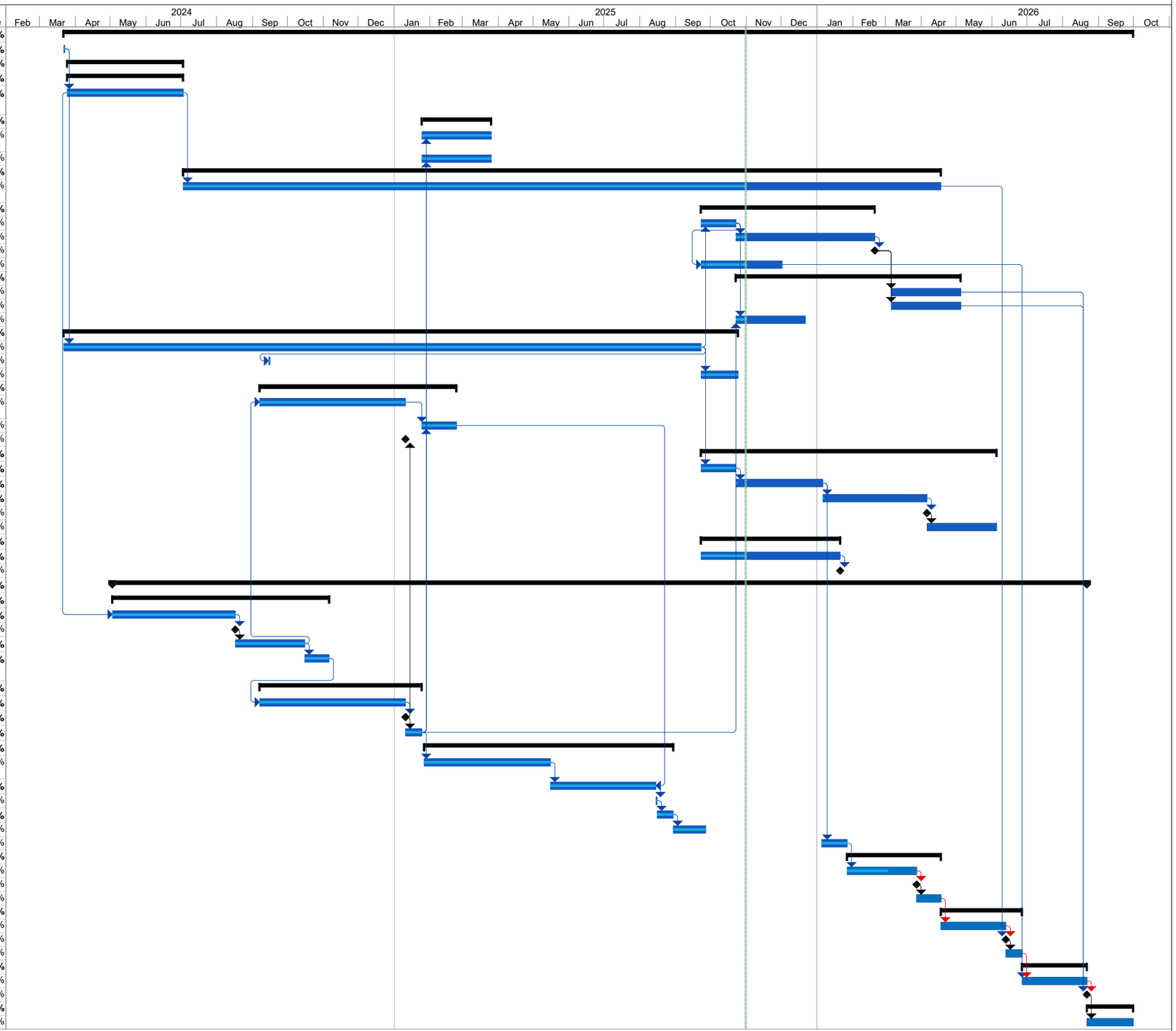
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 10:08 am, Nov 10, 2025

Attachment C: Work Schedule

ID	Task Name	Duration	Start	Finish	% Complete
1	**Liberty Hill Bypass Segment 3 - PS&E**	**923 days**	**3/22/24**	**9/30/26**	**69%**
2	CC Approval / NTP	1 day	3/22/24	3/22/24	**100%**
3	**Route and Design Studies**	**100 days**	**3/25/24**	**7/2/24**	**100%**
4	**Data Collection**	**100 days**	**3/25/24**	**7/2/24**	**100%**
5	Collect Data, Design Criteria, Constraints Map, and Utility Location	100 days	3/25/24	7/2/24	**100%**
6	**Public Involvement**	**60 days**	**1/25/25**	**3/25/25**	**100%**
7	Public Involvement Support, Property Owner & Stakeholder Meetings	60 days	1/25/25	3/25/25	100%
8	Support Property Owner Meetings	60 days	1/25/25	3/25/25	100%
9	**Utility Coordination Support**	**654 days**	**7/3/24**	**4/17/26**	**74%**
10	Receive Util Info, Incorporate into Eng Drawings, & Conduct Util Meetings	654 days	7/3/24	4/17/26	74%
11	**Right of Way and Mapping**	**150 days**	**9/23/25**	**2/19/26**	**35%**
12	ROW Map	30 days	9/23/25	10/22/25	100%
13	Create Parcel Acquisition Documents	120 days	10/23/25	2/19/26	8%
14	Submit Parcel Acquisition Documents	0 days	2/19/26	2/19/26	0%
15	Monumentation and ROW Staking	70 days	9/23/25	12/1/25	56%
16	**Condemnation Support**	**194 days**	**10/23/25**	**5/4/26**	**5%**
17	Condemnation Hearing Exhibit Support	60 days	3/6/26	5/4/26	0%
18	Parcel Acquisition Documentation	60 days	3/6/26	5/4/26	0%
19	Field Notes	60 days	10/23/25	12/21/25	15%
20	**Surveying**	**582 days**	**3/22/24**	**10/24/25**	**100%**
21	Right of Entry (ROE)	550 days	3/22/24	9/22/25	100%
22	Survey Control Set	1 day	9/15/24	9/15/24	100%
23	Field Survey	32 days	9/23/25	10/24/25	100%
24	**Drainage Study**	**170 days**	**9/7/24**	**2/23/25**	**100%**
25	Hydrologic/Hydraulic Modeling, Impact & Mitigation Analysis	126 days	9/7/24	1/10/25	100%
26	Crossing Design/Scour Analysis	30 days	1/25/25	2/23/25	100%
27	Drainage Report Submittal	0 days	1/10/25	1/10/25	100%
28	**Environmental Compliance**	**255 days**	**9/23/25**	**6/4/26**	**13%**
29	Env Field Work	30 days	9/23/25	10/22/25	**100%**
30	Grave Site Investigations	75 days	10/23/25	1/5/26	**1%**
31	Env Compliance Studies	90 days	1/6/26	4/5/26	**1%**
32	Env Studies Submittal	0 days	4/5/26	4/5/26	0%
33	TxDOT Review	60 days	4/6/26	6/4/26	0%
34	**Geotechnical Services**	**120 days**	**9/23/25**	**1/20/26**	**33%**
35	Geotech Field Work & Report	120 days	9/23/25	1/20/26	**33%**
36	Geotech Report Submittal	0 days	1/20/26	1/20/26	0%
37	**PS&E**	**841 days**	**5/3/24**	**8/21/26**	**78%**
38	**Conceptual Layout/Pre-30% PS&E**	**187 days**	**5/3/24**	**11/5/24**	**100%**
39	Conceptual Layout Design	106 days	5/3/24	8/16/24	**100%**
40	Conceptual Layout Submittal	0 days	8/16/24	8/16/24	100%
41	Review and Coordination with TxDOT	60 days	8/17/24	10/15/24	**100%**
42	Change in Conceptual Layout Due to TxDOT Comments - 30% Submittal Revised to 1/10/25	21 days	10/16/24	11/5/24	**100%**
43	**30% PS&E**	**140 days**	**9/7/24**	**1/24/25**	**100%**
44	30% Design	126 days	9/7/24	1/10/25	**100%**
45	30% Submittal	0 days	1/10/25	1/10/25	**100%**
46	30% Wilco & TxDOT Review	14 days	1/11/25	1/24/25	**100%**
47	**60% PS&E**	**215 days**	**1/27/25**	**8/29/25**	**100%**
48	Project Delays due to TxDOT/Williamson County Coordination	109 days	1/27/25	5/15/25	100%
49	60% Design	91 days	5/16/25	8/14/25	**100%**
50	60% Submittal	1 day	8/15/25	8/15/25	100%
51	60% Wilco & TxDOT Review	14 days	8/16/25	8/29/25	**100%**
52	****Project Hold Due to ROE****	28 days	8/30/25	9/26/25	100%
53	****Review Design Based on Env Results****	22 days	1/5/26	1/26/26	100%
54	**90% PS&E**	**81 days**	**1/27/26**	**4/17/26**	**43%**
55	90% Design	60 days	1/27/26	3/27/26	58%
56	90% Submittal	0 days	3/27/26	3/27/26	0%
57	90% Review	21 days	3/28/26	4/17/26	0%
58	**100% PS&E**	**70 days**	**4/18/26**	**6/26/26**	**0%**
59	100% Design	56 days	4/18/26	6/12/26	0%
60	100% Submittal	0 days	6/12/26	6/12/26	0%
61	100% Wilco & TxDOT Review	14 days	6/13/26	6/26/26	0%
62	**100% Final PS&E**	**56 days**	**6/27/26**	**8/21/26**	**0%**
63	100% Final Design	56 days	6/27/26	8/21/26	0%
64	100% Final Submittal	0 days	8/21/26	8/21/26	0%
65	**Bid Phase Services**	**40 days**	**8/22/26**	**9/30/26**	**0%**
66	Bid Phase Services	40 days	8/22/26	9/30/26	0%



Commissioners Court - Regular Session **58.**

Meeting Date: 11/18/2025

Ronald Reagan, Seg C2 – Volkert – SWA#3 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 3 to Work Authorization No. 1 to the Ronald Reagan Corridor, Segment C2 contract executed on March 19, 2024, between Williamson County and Volkert, Inc. relating to the 2023 Road Bond Program.

Background

Volkert, Inc. Supplemental No. 3 to Work Authorization No. 1 extends the termination date to August 31, 2026. Project: P672 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ronald Reagan, Seg C2 – Volkert – SWA#3 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:23 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:59 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 1

WILLIAMSON COUNTY PROJECT:
RONALD REAGAN CORRIDOR SEGMENT C2

This Supplemental Work Authorization No. **3** to Work Authorization No. **1** is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 19, 2024** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Volkert, Inc.** (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. **1** dated effective **March 22, 2024** (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on **August 31**, **2026**. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER: **Volkert, Inc.**	**COUNTY:** **Williamson County, Texas**
By: _____ Signature	By: _____ Signature
Travis Falls, PE Printed Name	_____ Printed Name
Senior Vice President Title	_____ Title
11/05/2025 Date	_____ Date

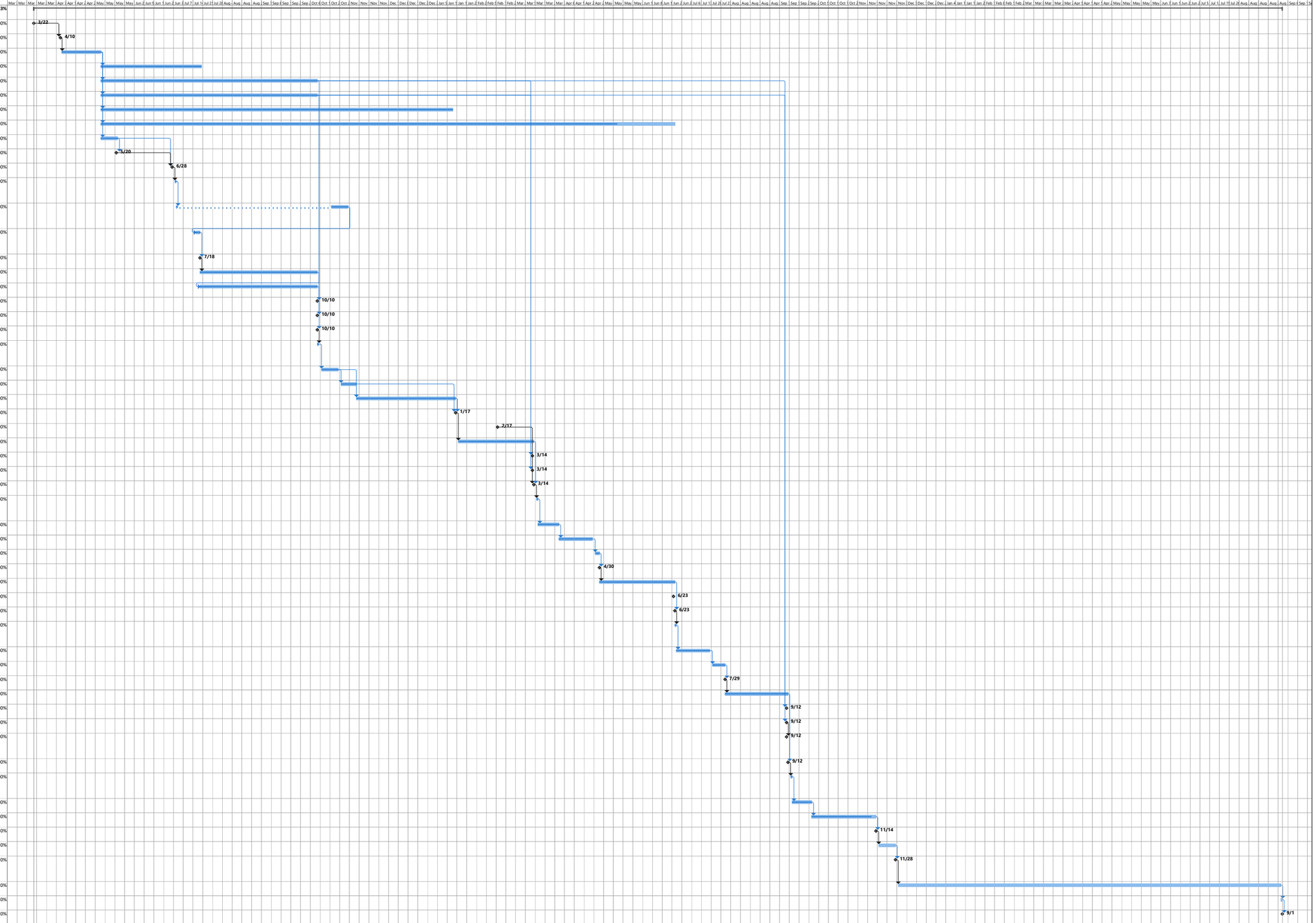
LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 10:18 am, Nov 10, 2025

ATTACHMENT C - WORK SCHEDULE
WA01 Ronald Reagan Segment C2

ID	Task Name	Duration	Start	Finish	% Complete
1	**WA01-Ronald Reagan Corridor Segment C2**	**638 days**	**Fri 3/22/24**	**Tue 9/1/26**	**83%**
2	**Notice to Proceed**	0 days	Fri 3/22/24	Fri 3/22/24	100%
3	Project Kick-off Meeting	0 days	Wed 4/10/24	Wed 4/10/24	100%
4	Data Collection/DSR Development	20 days	Thu 4/11/24	Wed 5/8/24	100%
5	Request Right of Entry (ROE)	52 days	Thu 5/9/24	Fri 7/19/24	100%
6	Begin Geotech Evaluation/Draft Report	111 days	Thu 5/9/24	Thu 10/10/24	100%
7	Begin Drainage Evaluation/CZP	111 days	Thu 5/9/24	Thu 10/10/24	100%
8	Begin Environmental Evaluation	180 days	Thu 5/9/24	Wed 1/15/25	100%
9	Begin Utility Evaluation	293 days	Thu 5/9/24	Mon 6/23/25	90%
10	Develop Pre-30% Concept & Typical Sections	8 days	Thu 5/9/24	Mon 5/20/24	100%
11	Submit Typical Sections Options	0 days	Mon 5/20/24	Mon 5/20/24	100%
12	**Submit Pre-30% Concept Package to Wilco**	0 days	Fri 6/28/24	Fri 6/28/24	100%
13	Review Meeting with Commissioner/Wilco (if needed)	1 day	Mon 7/1/24	Mon 7/1/24	100%
14	Receive Pre-30% Concept Review Comments from Wilco	11 days	Tue 7/2/24	Fri 11/1/24	100%
15	Address/Response Pre-30% Concept Comments	3 days	Tue 7/16/24	Thu 7/18/24	100%
16	NTP to 30% Plan Development	0 days	Thu 7/18/24	Thu 7/18/24	100%
17	Design Survey	60 days	Fri 7/19/24	Thu 10/10/24	100%
18	Prepare 30% Plan Development	60 days	Fri 7/19/24	Thu 10/10/24	100%
19	Draft Geotechnical Memo to Wilco	0 days	Thu 10/10/24	Thu 10/10/24	100%
20	Draft Drainage Report to Wilco	0 days	Thu 10/10/24	Thu 10/10/24	100%
21	**Submit 30% Package to Wilco**	0 days	Thu 10/10/24	Thu 10/10/24	100%
22	Review Meeting with Commissioner/Wilco (if needed)	1 day	Fri 10/11/24	Fri 10/11/24	100%
23	Receive 30% Review Comments from Wilco	10 days	Mon 10/14/24	Fri 10/25/24	100%
24	Address/Response 30% Plan Comments	9 days	Mon 10/28/24	Thu 11/7/24	100%
25	Receive 30% VE Study Comments from Wilco	51 days	Fri 11/8/24	Fri 1/17/25	100%
26	NTP to 60% Plan Development	0 days	Fri 1/17/25	Fri 1/17/25	100%
27	Submit Pre-60% Roll Plot to GEC for PEC	0 days	Mon 2/17/25	Mon 2/17/25	100%
28	Prepare 60% Plan Development	40 days	Mon 1/20/25	Fri 3/14/25	100%
29	60% Drainage Report to Wilco	0 days	Fri 3/14/25	Fri 3/14/25	100%
30	60% Geotechnical Report to Wilco	0 days	Fri 3/14/25	Fri 3/14/25	100%
31	**Submit 60% Package to Wilco**	0 days	Fri 3/14/25	Fri 3/14/25	100%
32	Review Meeting with Commissioner/Wilco (if needed)	1 day	Mon 3/17/25	Mon 3/17/25	100%
33	Receive 60% Review Comments from Wilco	11 days	Tue 3/18/25	Tue 4/1/25	100%
34	60% Package Resubmittal	18 days	Wed 4/2/25	Fri 4/25/25	100%
35	Address/Response 60% Plan Comments	3 days	Mon 4/28/25	Wed 4/30/25	100%
36	NTP to 90% Plan Development	0 days	Wed 4/30/25	Wed 4/30/25	100%
37	Prepare 90% Plan Development	38 days	Thu 5/1/25	Mon 6/23/25	100%
38	Draft Environmental Report to Wilco	0 days	Mon 6/23/25	Mon 6/23/25	100%
39	**Submit 90% Package to Wilco**	0 days	Mon 6/23/25	Mon 6/23/25	100%
40	Review Meeting with Commissioner/Wilco (if needed)	1 day	Tue 6/24/25	Tue 6/24/25	100%
41	Receive 90% Review Comments from Wilco	18 days	Wed 6/25/25	Fri 7/18/25	100%
42	Address/Response 90% Plan Comments	7 days	Mon 7/21/25	Tue 7/29/25	100%
43	NTP to 100% Plan Development	0 days	Tue 7/29/25	Tue 7/29/25	100%
44	Prepare 100% Plan Development	33 days	Wed 7/30/25	Fri 9/12/25	100%
45	Final Geotechnical Report	0 days	Fri 9/12/25	Fri 9/12/25	100%
46	Final Drainage Report/CZP/STM Permit	0 days	Fri 9/12/25	Fri 9/12/25	100%
47	Final Environmental Evaluation/Permits/Clearance	0 days	Fri 9/12/25	Fri 9/12/25	100%
48	**Submit 100% Package to Wilco**	0 days	Fri 9/12/25	Fri 9/12/25	100%
49	Review Meeting with Commissioner/Wilco (if needed)	1 day	Mon 9/15/25	Mon 9/15/25	100%
50	Receive 100% Review Comments from Wilco	10 days	Tue 9/16/25	Mon 9/29/25	100%
51	Address/Response 100% Plan Comments	34 days	Tue 9/30/25	Fri 11/14/25	90%
52	NTP to Final Plans Development	0 days	Fri 11/14/25	Fri 11/14/25	0%
53	Prepare Final Plans (Signed/Sealed)	10 days	Mon 11/17/25	Fri 11/28/25	0%
54	**Submit Final Plans/Close-out Design Package to Wilco for Acceptance**	0 days	Fri 11/28/25	Fri 11/28/25	0%
55	Advertise, Pre-Bid & Bidding Phase	196 days	Mon 12/1/25	Mon 8/31/26	0%
56	Award Contract	1 day	Tue 9/1/26	Tue 9/1/26	0%
57	Pre-Construction Meeting	0 days	Tue 9/1/26	Tue 9/1/26	0%



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

Commissioners Court - Regular Session **59.**

Meeting Date: 11/18/2025

On-Call Survey (Ronald Reagan, Seg C1, C2 & D1) – Landesign – SWA#4 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the On-Call Surveying Services contract executed May 9, 2024, between Williamson County and Landesign Services, Inc. Inc. relating to the 2023 Road Bond Program.

Background

This Supplemental No. 4 to Work Authorization No. 1 is for surveying services in the amount of $27,855.00 and terminates on December 31, 2026. Project: P671, P672 & P673 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Survey (Ronald Reagan, Seg C1, C2 & D1) – Landesign – SWA#4 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 02:01 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 04
TO
WORK AUTHORIZATION NO. 01

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Boulevard Segment C1
Ronald Reagan Boulevard Segment C2
Ronald Reagan Boulevard Segment D1

This Supplemental Work Authorization No. 04 to Work Authorization No. 01 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Landesign Services, Inc.** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 01 dated effective May 31, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).

II. The Work Authorization shall terminate on **December 31, 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 revised Work Schedule is attached hereto as Attachment "C" (must be attached).

III. The maximum amount payable for services under the Work Authorization is hereby increased by **$27,855.00** from $267,984.00 to **$295,839.00**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR:	**COUNTY:**
Landesign Services, Inc.	**Williamson County, Texas**
By: Brandy Tabor Signature	By: _____ Signature
Brandy Tabor Printed Name	_____ Printed Name
President Title	_____ Title
November 5, 2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 10:22 am, Nov 10, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR

WILLIAMSON COUNTY ROAD BOND PROJECT:
Ronald Reagan Boulevard Segment C1
Ronald Reagan Boulevard Segment C2
Ronald Reagan Boulevard Segment D1

PROJECT AMENDMENT

1. RIGHT-OF-WAY (ROW) MAPPING

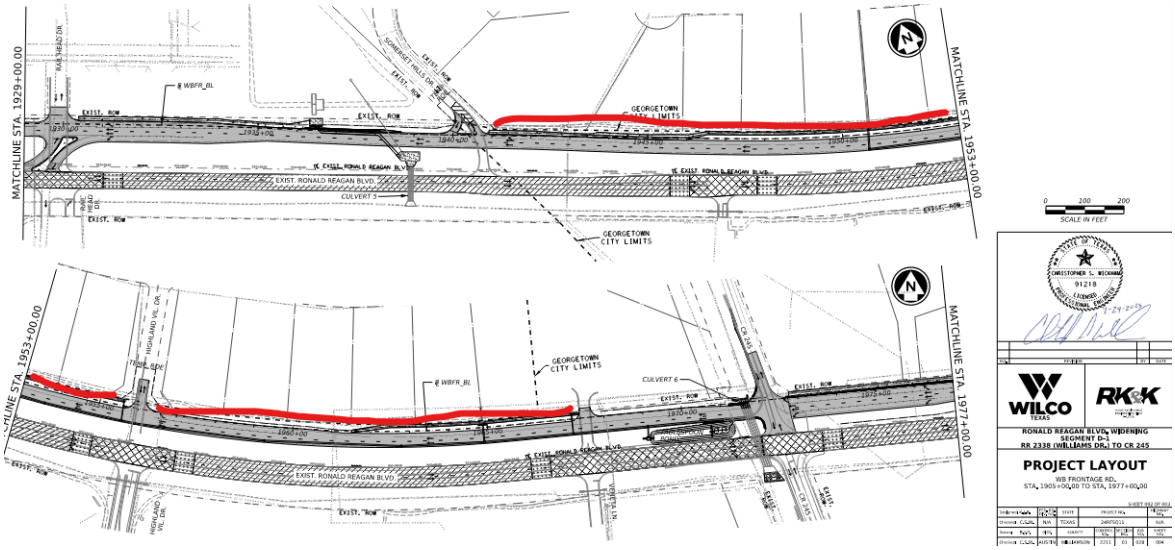
   a. Field Survey

   - Surveyor will locate existing control (if available and provided) and reconcile any discrepancies found.

   - Surveyor will establish supplemental survey control as needed to be used during the course of the survey.

   - Surveyor will locate boundary monuments sufficient to determine existing right-of-way lines and parcel boundaries.

   - Stake existing right of way and proposed edge of pavement with above-ground wooden lathe stakes/markers, set at 50’ intervals along curves and 100’ intervals along straight-aways, for approx. 3000 linear feet, on the northside of Ronald Reagan Boulevard, from approx. Station 939+00, east of Somerset Hills Drive, moving east to approx. Station 969+00.



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   b. Deliverables:

   - Photos of staking performance

Prime Provider Name: Landesign Services, Inc.																								
	2025				2026																			
Tasks	Sept.				Oct.				Nov.				Dec.				Jan.				Feb.			
Locate Control / Secondary Control																								
Locate Boundary																								
Stake ROW & Proposed Pavement																								
QA/QC																								
Continued - set ROW Monumentation																								
WA Termination Date: December 31, 2026																								

	Mar.				Apr.				May				June				July				Aug.			
Locate Control / Secondary Control																								
Locate Boundary																								
Stake ROW & Proposed Pavement																								
QA/QC																								
Continued - set ROW Monumentation																								

	Sept.				Oct.				Nov.				Dec.											
Locate Control / Secondary Control																								
Locate Boundary																								
Stake ROW & Proposed Pavement																								
QA/QC																								
Continued - set ROW Monumentation																								

Landesign Services, Inc.
Ronald Reagan (FM 734) Segment C1/C2/D1
Limits: **FM3405 to Williams Drive**

Attachment D - Fee Schedule

Work Authorization No. 1
SWA No. 4

WA01 - Road Bond = ROW Monumentation and Field ROW / Pavement Staking

Prime Provider Name: Landesign Services, Inc.

TASK DESCRIPTION	PROJECT MANAGER (RPLS)	STAFF SURVEYOR (RPLS)	SENIOR SURVEY TECH	SURVEY TECH	GIS TECH	ABSTRACTOR	CLERICAL	DELIVERY	3-PERSON SURVEY CREW	2-PERSON SURVEY CREW	1-PERSON SURVEY CREW	TOTAL LABOR HRS. & COSTS
Right-of-Way Mapping												
Locate Control / Secondary Control	1	2	4	2	0	0	2	0	0	6	0	$2,350.00
Locate Boundary	2	5	12	24	0	0	3	0	0	32	0	$10,805.00
Stake ROW & Proposed Pavement	1	5	10	24	0	0	3	0	0	45	0	$12,810.00
QA/QC	2	4	4	4	0	0	2	0	0	0	0	$1,890.00
FC 130 - Direct Labor Subtotal	**6**	**16**	**30**	**54**	**0**	**0**	**10**	**0**	**0**	**83**	**0**	**$27,855.00**
FC 130 SUB-TOTALS	**6**	**16**	**30**	**54**	**0**	**0**	**10**	**0**	**0**	**83**	**0**	**$27,855.00**
HOURS SUB-TOTALS	6	16	30	54	0	0	10	0	0	83	0	199
CONTRACT RATE	**$180.00**	**$140.00**	**$110.00**	**$95.00**	**$85.00**	**$75.00**	**$75.00**	**$50.00**	**$220.00**	**$185.00**	**$140.00**	
	$1,080.00	$2,240.00	$3,300.00	$5,130.00	$0.00	$0.00	$750.00	$0.00	$0.00	$15,355.00	$0.00	$27,855.00

SUMMARY		
DIRECT LABOR		$27,855.00
UNIT COST		$0.00
Total Landesign Survey (WA#01, SWA#4)		**$27,855.00**

Work Authorization #01 Summary	Date	Authorized Amount
WA#01 - Maximum Amount Payable	5/31/2024	$168,634.00
WA#01, SWA#01 - Time Extension	10/4/2023	N/A
WA#01, SWA#02 - Time Extension	3/4/2025	N/A
WA#01, SWA#03 - Maximum Amount Payable	8/4/2025	$99,350.00
WA#01, SWA#04 - Maximum Amount Payable		$27,855.00
Total		$295,839.00

Commissioners Court - Regular Session **60.**

Meeting Date: 11/18/2025

CR 110N – RPS – SWA#6 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 6 to Work Authorization No. 1 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program.

Background

This Supplemental No. 6 to Work Authorization No. 1 is for additional environmental services in the amount of $11,369.12. Project: P695 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 110N – RPS – SWA#6 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:23 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:43 PM
Final Approval Date: 11/12/2025		

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

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 110 North

This Supplemental Work Authorization No. 6 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B-6" (must be attached).

II. The maximum amount payable for services under the Work Authorization is hereby increased from $810,651.09 to $822,020.21. The revised Fee Schedule is attached hereto as Attachment "D-6" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
RPS Infrastructure, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Kevin Hoffman Printed Name	_____ Printed Name
Regional Director of Transportation Title	_____ Title
11/06/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B-6 – Services to be Provided by Engineer

Attachment D-6 – Fee Schedule

APPROVED
By Christen Eschberger at 10:02 am, Nov 10, 2025

ATTACHMENT B-6
SERVICES TO BE PROVIDED BY THE ENGINEER FOR
CR 110 NORTH

PROJECT DESCRIPTION

Project Limits
Unchanged under this SWA #6.

Existing Facility
Unchanged under this SWA #6.

Proposed Facility
Unchanged under this SWA #6.

Design Criteria
Unchanged under this SWA #6.

1. PROJECT MANAGEMENT
   a. COMMUNICATION:
      i. No supplemental scope under this SWA #6.
   b. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:
      i. No supplemental scope under this SWA #6.
   c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:
      i. No supplemental scope under this SWA #6.
   d. PROJECT COORDINATION & ADMINISTRATION:
      i. No supplemental scope under this SWA #6.
   e. PROGRESS/COORDINATION MEETINGS:
      i. No supplemental scope under this SWA #6.
   f. PROJECT SCHEDULE:
      i. No supplemental scope under this SWA #6.
   g. PROJECT DOCUMENTS/FILES:
      i. No supplemental scope under this SWA #6.
   h. DELIVERABLES:
      i. No supplemental scope under this SWA #6.

2. PUBLIC INVOLVEMENT
   No supplemental scope under this SWA #6.

3. UTILITY COORDINATION SUPPORT

   a. UTILITY INFORMATION INTO ENGINEERING DRAWINGS

      i. No supplemental scope under this SWA #6.

   b. UTILITY MEETINGS

      i. No supplemental scope under this SWA #6.

4. CONDEMNATION SUPPORT
   No supplemental scope under this SWA #6.

5. SURVEYING
   No supplemental scope under this SWA #6.

6. DRAINAGE STUDY REFINEMENT
   No supplemental scope under this SWA #6.

7. ENVIRONMENTAL SERVICES

   a. COUNTY DUE DILIGENCE:
      No supplemental scope under this SWA #6.

   b. DATA COLLECTION & FIELD RECONNAISSANCE:
      No supplemental scope under this SWA #6.

   c. HAZARDOUS MATERIALS ENVIRONMENTAL SITE ASSESSMENT:
      No supplemental scope under this SWA #6.

   d. SECTION 404 CLEAN WATER ACT COMPLIANCE:
      No supplemental scope under this SWA #6.

   e. ENDANGERED SPECIES ACT COMPLIANCE:
      No supplemental scope under this SWA #6.

   f. HISTORICAL SITE COMPLIANCE:
      No supplemental scope under this SWA #6.

g. TEXAS ANTIQUITIES CODE (TAC) COMPLIANCE:

i. Archeological Fieldwork and Reporting:

Fieldwork will be performed in accordance with the latest THC/Council of Texas Archeologists (CTA) guidelines, a combination of surface inspection and shovel testing within the APE will be used. Sixteen shovel tests per mile within a 30-meter corridor will be excavated per THC/CTA guidelines. In areas with greater than 30 percent surface visibility, the survey will include systematic surface examination and limited shovel testing of a single transect of 90-foot wide (30-meter wide) corridor. All other areas will be shovel tested according to CTA/THC guidelines. Shovel tests may be placed judgmentally depending on field conditions and/or archeological sensitivity. Previously surveyed locations, locations of excessive slope, and previously disturbed areas will not require subsurface investigations but will be photo documented during the survey. Subsurface testing will consist of the excavation of shovel tests.

At the conclusion of cultural resource fieldwork, an Archeological Report detailing the results of the fieldwork will be prepared that will include methods, maps, photos, and representative descriptions of any sites encountered. The report will follow guidelines set forth in Chapter 26 of the THC's Rules of Practice and Procedures in conformance with Section 106 and will follow the CTA's Guidelines for Cultural Resource Reports (CTA 2023). A draft cultural resource monitoring report in electronic format (.pdf and Word) will be provided which will incorporate up to one round of revisions to the report prior to submitting the draft report to the THC for the 30-day review. The final report will be provided in electronic format (.pdf) along with shapefiles and kmz of findings. All records will be curated at the Center for Archeological Studies (CAS) at Texas State University in San Marcos, Texas under terms of the Antiquities Permit.

h. DELIVERABLES:

- A draft archaeological report submitted electronically (in Microsoft Word – figures may be pdf) to the Client for one round of review and comment prior to being submitted to the THC or the 30-day review period.

- A final archeological report for submission to Williamson County and for upload to the THC eTRAC system for the 30-day review period.

- Curate records at CAS and complete other permit requirements (e.g., send survey shp files to THC).

8. GEOTECHNICAL SERVICES
No supplemental scope under this SWA #6.

9. PLAN PREPARATION

a. ROADWAY:

No supplemental scope under this SWA #6.

b. DRAINAGE:
No supplemental scope under this SWA #6.

c. SIGNING AND MARKINGS:
No supplemental scope under this SWA #6.

d. TRAFFIC CONTROL:
No supplemental scope under this SWA #6.

e. WATER QUALITY:
No supplemental scope under this SWA #6.

f. DELIVERABLES:
No supplemental scope under this SWA #6.

10. PERMITS
No supplemental scope under this SWA #6.

11. BIDDING PHASE SERVICES
No supplemental scope under this SWA #6.

12. EXCLUSIONS
No supplemental scope under this SWA #6.

Attachment D-6
Fee Schedule

Price Proposal

CR 110 North

Williamson County - CR 110 SWA6 to WA1

Submitted to: Williamson County (Attn: Bob Daigh)

Contract Type: T&M

		Labor Plan (4 Resource)				Price Summary / Totals					
	Bill Rate >	243.40	157.13	107.84	107.84						
	Proj Area >										
						Task Pricing Totals					11369.12
						Specify Add'l Fees on Setup					0.00
						Technology Use Fee					
						Total Price					**11369.12**
						Pricing by Resource					
Project Phases / Tasks	**Total Labor Hrs**	Sr. Env Planner (Pollyanna Clark)	Sr. Env Scientist (Todd Schnakenberg)	Env Scientist (Steven Sarich)	Env Scientist (Cyndal Ward)	Labor	Subs	Travel	Mat'ls & Equip	ODCs	**Task Pricing Totals**
	78	16	16	23	23	11,369	-	-	-	-	**11369.12**
SWA6 - WA 1	**78**	**16**	**16**	**23**	**23**	**11,369**	**-**	**-**	**-**	**-**	**11369.12**
7. Environmental Services	**78**	**16**	**16**	**23**	**23**	**11,369**	-	-	-	-	**11369.12**
g. Texas Antiquities Code (TAC) Compliance	**32**	-	**8**	**12**	**12**	**3,845**	-	-	-	-	**3845.20**
i. Archeological Fieldwork and Reporting	32		8	12	12	3,845					3845.20
h. Deliverables	46	16	8	11	11	7,524					7523.92
Totals	**78**	**16**	**16**	**23**	**23**	**11,369**	**-**	**-**	**-**	**-**	**11369.12**

Commissioners Court - Regular Session **61.**

Meeting Date: 11/18/2025

Chandler Corridor, Seg 2 – BGE – SWA#6 to WA#1

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 6 to Work Authorization No. 1 to the Chandler Corridor, Segment 2 contract executed on September 29, 2022, between Williamson County and BGE, Inc. relating to the LTP/Corridor Program.

Background

BGE, Inc. Supplemental No. 6 to Work Authorization No. 1 extends the termination date to January 30, 2026. Project: P600 Fund Source: LTP/Corridor Program

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Chandler Corridor, Seg 2 – BGE – SWA#6 to WA#1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Ragan Riggs		Started On: 11/11/2025 12:44 PM
Final Approval Date: 11/12/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _6_
TO
WORK AUTHORIZATION NO. _1_

WILLIAMSON COUNTY ROAD BOND PROJECT:
22RFSQ134 ENGINEERING SERVICES FOR CHANDLER CORRRIDOR SEGMENT 2

This Supplemental Work Authorization No. _6_ to Work Authorization No. _1_ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 29, 2022 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. _1_ dated effective October 31, 2022 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on January 30, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C".

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

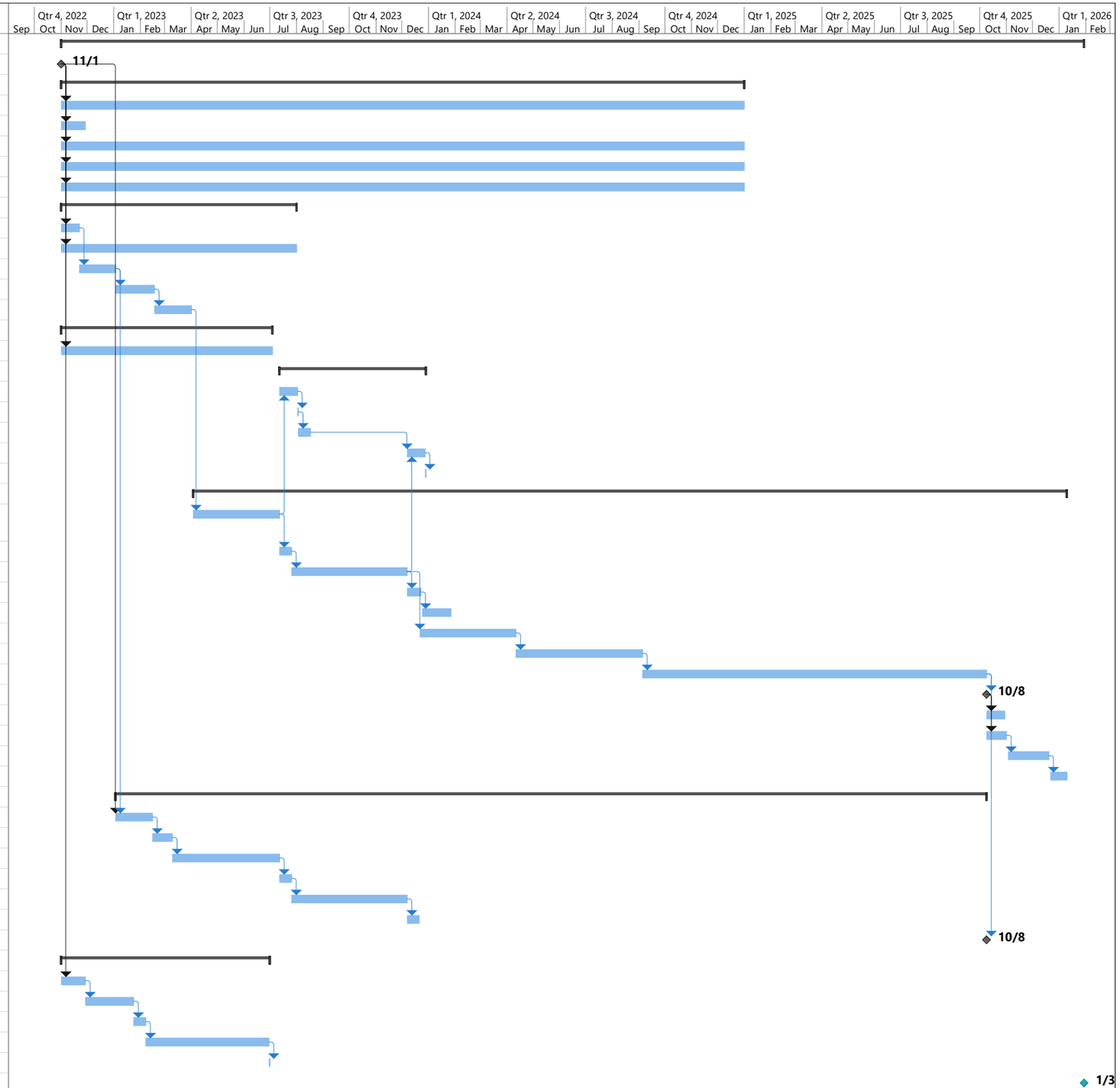
ENGINEER:	**COUNTY:**
BGE, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
Eric Busker, PE	
Printed Name	Printed Name
Director	
Title	Title
11/10/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment C - Work Schedule

APPROVED
By Christen Eschberger at 10:43 am, Nov 11, 2025

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Chandler Road**	**848 days**	**Tue 11/1/22**	**Fri 1/30/26**
2		Notice to Proceed	0 days	Tue 11/1/22	Tue 11/1/22
3		**Project Management**	**566 days**	**Tue 11/1/22**	**Tue 12/31/24**
4		Monthly Invoices and Project Reports	566 days	Tue 11/1/22	Tue 12/31/24
5		Project Specific QA/QC Plan	20 days	Tue 11/1/22	Mon 11/28/22
6		Meeting Minutes, Sign-In Sheets, and Agendas	566 days	Tue 11/1/22	Tue 12/31/24
7		Project Schedule and Updates	566 days	Tue 11/1/22	Tue 12/31/24
8		Project Files	566 days	Tue 11/1/22	Tue 12/31/24
9		**Route Design and Studies**	**195 days**	**Tue 11/1/22**	**Mon 7/31/23**
10		Data Collection	15 days	Tue 11/1/22	Mon 11/21/22
11		Meeting Minutes, etc, for all Stakeholder/Agency Coordinati	195 days	Tue 11/1/22	Mon 7/31/23
12		Draft Constraints Map, Design Summary Form, Typical Sectic	30 days	Tue 11/22/22	Mon 1/2/23
13		GEC/County Review	33 days	Tue 1/3/23	Thu 2/16/23
14		Final Constraints Map, Design Summary Form, Typical Sectio	31 days	Fri 2/17/23	Fri 3/31/23
15		**Public Involvement**	**175 days**	**Tue 11/1/22**	**Mon 7/3/23**
16		Individual Property Owner Meetings (As Needed)	175 days	Tue 11/1/22	Mon 7/3/23
17		**Right of Way (ROW) Mapping**	**122 days**	**Wed 7/12/23**	**Thu 12/28/23**
18		Draft Preliminary ROW Map and affected property owner lis	15 days	Wed 7/12/23	Tue 8/1/23
19		Submit Draft	1 day	Wed 8/2/23	Wed 8/2/23
20		GEC/County Review	10 days	Thu 8/3/23	Wed 8/16/23
21		Final Preliminary ROW Map and affected property owner list	15 days	Thu 12/7/23	Wed 12/27/23
22		Submit Final	1 day	Thu 12/28/23	Thu 12/28/23
23		**Schematic Development**	**725 days**	**Mon 4/3/23**	**Fri 1/9/26**
24		Preliminary Ultimate Schematic Submittal including cost estimate	72 days	Mon 4/3/23	Tue 7/11/23
25		GEC/County Review	10 days	Wed 7/12/23	Tue 7/25/23
26		Final Ultimate Schematic Submittal including cost estimate	96 days	Wed 7/26/23	Wed 12/6/23
27		GEC/County Review	12 days	Thu 12/7/23	Fri 12/22/23
28		Address & Resolve Comments	25 days	Mon 12/25/23	Fri 1/26/24
29		Obtain ROE (by others)	79 days	Fri 12/22/23	Wed 4/10/24
30		SUE Work (by others)	105 days	Thu 4/11/24	Wed 9/4/24
31		Alignment Revision 1	285 days	Thu 9/5/24	Wed 10/8/25
32		Re-submit Final Ultimate Schematic & cost estimate	0 days	Wed 10/8/25	Wed 10/8/25
33		Final Corridor Summary Report	15 days	Thu 10/9/25	Wed 10/29/25
34		GEC/County Review	17 days	Thu 10/9/25	Fri 10/31/25
35		Address/Resolve Comments (1 round)	35 days	Mon 11/3/25	Fri 12/19/25
36		Verify comments addressed (GEC)	15 days	Mon 12/22/25	Fri 1/9/26
37		**Drainage Study**	**722 days**	**Tue 1/3/23**	**Wed 10/8/25**
38		Draft Drainage Report - Existing Conditions	31 days	Tue 1/3/23	Tue 2/14/23
39		GEC/County Review	17 days	Wed 2/15/23	Thu 3/9/23
40		Draft Drainage Report - Existing & Proposed	88 days	Fri 3/10/23	Tue 7/11/23
41		GEC/County Review	10 days	Wed 7/12/23	Tue 7/25/23
42		Final Drainage Report	96 days	Wed 7/26/23	Wed 12/6/23
43		GEC/County Review	10 days	Thu 12/7/23	Wed 12/20/23
44		Re-submit Final Drainage Report (Final submittal)	0 days	Wed 10/8/25	Wed 10/8/25
45		**Environmental Services**	**174 days**	**Tue 11/1/22**	**Fri 6/30/23**
46		Data Collection & Field Reconnaissance	20 days	Tue 11/1/22	Mon 11/28/22
47		Draft Environmental and Cultural Resources Constraints Rep	40 days	Tue 11/29/22	Mon 1/23/23
48		GEC/County Review	10 days	Tue 1/24/23	Mon 2/6/23
49		Final Environmental and Cultural Resources Constraints Rep	103 days	Tue 2/7/23	Thu 6/29/23
50		Submit Final	1 day	Fri 6/30/23	Fri 6/30/23
51		Contract Expiration	0 days	Fri 1/30/26	Fri 1/30/26



Commissioners Court - Regular Session **62.**

Meeting Date: 11/18/2025

CR 110N – RPS – WA#2

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 2 to the CR 110 North contract executed March 19, 2024, between Williamson County and RPS Infrastructure, Inc. relating to the 2023 Road Bond Program.

Background

This Work Authorization No. 2 is for construction phase services in the amount of $52,896.67 and terminates on January 31, 2027. Project: P695 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 110N – RPS – WA#2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:23 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:44 PM
Final Approval Date: 11/12/2025		

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 2
PROJECT: CR 110 North

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is $52,896.67.

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 January 31, 2027. 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:
RPS Infrastructure, Inc.	Williamson County, Texas
By:_____ Signature	By:_____ Signature
Kevin J. Hoffman Printed Name	_____ Printed Name
Transportation Regional Director Title	_____ Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 10:04 am, Nov 10, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR CR 110 NORTH

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
CONSTRUCTION PHASE SERVICES FOR CR 110 NORTH

PROJECT DESCRIPTION

Existing Facility

At the south end, this new alignment road will tie into the existing Bell Gin Road / CR 110 intersection. Existing Bell Gin Road is a two-lane uncurbed road with ditches. Existing CR 110 north transitions from two lanes with a left turn lane and curb and gutter on the inside shoulder at Westinghouse Road to a single lane in each direction with curb and gutter on the inside shoulder and a wide outside shoulder at Bell Gin Road. Utilities poles exist on the eastern side of Bell Gin Road. The project will cross the Mankins Branch creek, several agricultural parcels with stock tanks. At the north end, the project ties into existing Sam Houston Avenue, a two-lane uncurbed roadway, and the Patriot Way facility, a three-lane uncurbed roadway. The existing intersection of Sam Houston and Patriot Way is stop-controlled on Patriot Way.

Proposed Facility

The project will be an update of the existing design plans for the Westinghouse Road / CR 110 North Project, a Road Bond Project. The existing design and environmental documentation will be updated to current criteria.

1. PROJECT MANAGEMENT

   a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS:

   - Submit monthly progress status reports to the GEC. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

   - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

2. CONSTRUCTION PHASE SERVICES

a. REVIEW OF RFI'S (15 assumed):

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

b. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (20 assumed):

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

c. PLAN REVISIONS FOR FIELD CHANGES (5 sheets assumed):

- Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer. The County will not be billed for plan revisions resulting from engineering errors or omissions.

d. ATTEND MEETINGS:

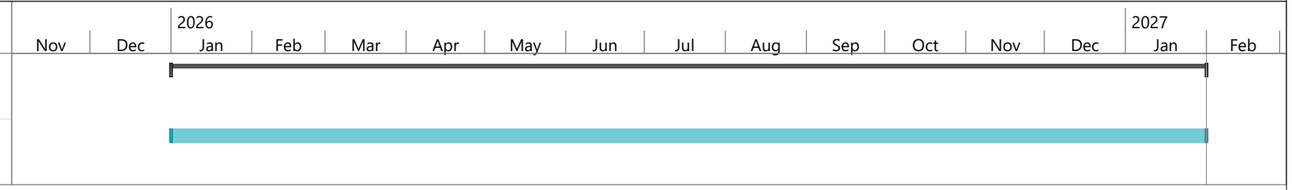
- Attend pre-construction meeting.
- Visit the project site on request (3 hours per visit, assume 3 visits) during construction to address questions on interpretation of plans.

3. DELIVERABLES

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

ATTACHMENT C
WORK SCHEDULE
CR 110 NORTH-CONSTRUCTION

ID	Task Name	Duration	Est Start	Est Finish
1	**CR 110 North Construction**	**396 days**	**Thu 1/1/26**	**Sun 1/31/27**
2	Construction Phase Services	396 days	Thu 1/1/26	Sun 1/31/27



Attachment D
Fee Schedule

Price Proposal

CR 110 North

Williamson County - CR 110 WA 2

Submitted to: Williamson County (Attn: Bob Daigh)

Contract Type: T&M

Labor Plan

7 Resource

	Bill Rate >	124.33	375.49	243.48	233.70	147.13	184.86	96.66
	Proj Area >							
Project Phases / Tasks	**Total Labor Hrs**	Eng.Civil Engineer I. (Badillo, Gilbert)	Sr. Managing Engineer (Hoffman, Kevin)	Supervisory Engineer III (10-15 yrs) (Islam, Md Kamrul)	Sr. Project Engineer (Jones, David)	EIT II (Maroa, Machera)	Engineer Designer (Williams, Chris)	Admin (Mountz, Patsy)
	309	104	3	55	43	64	24	16
1. Project Management	**30**	-	-	**14**	-	-	-	**16**
Progress status reports, Invoices, & Billings	30			14				16
2. Construction Phase Services	**279**	**104**	**3**	**41**	**43**	**64**	**24**	-
Review of RFI's (15 assumed)	104	40		12	12	32	8	
Review Contractor Submittals and Shop Drawings (20 assumed)	60	32		8	4	16		
Plan Revisions for Field Changes (5 sheets assumed)	52	16		8	12	8	8	
Attend Meetings	11		3	5	3			
Deliverables	52	16		8	12	8	8	
Totals	**309**	**104**	**3**	**55**	**43**	**64**	**24**	**16**

Price Summary / Totals

Task Pricing Totals	52896.67
Specify Add'l Fees on Setup	0.00
Technology Use Fee	
Total Price	**52896.67**

Pricing by Resource

	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
	52,897	-	-	-	-	**52896.67**
1. Project Management	**5,442**	-	-	-	-	**5442.24**
Progress status reports, Invoices, & Billings	5,442					5442.24
2. Construction Phase Services	**47,454**	-	-	-	-	**47454.43**
Review of RFI's (15 assumed)	16,886					16886.34
Review Contractor Submittals and Shop Drawings (20 assumed)	9,215					9215.24
Plan Revisions for Field Changes (5 sheets assumed)	9,397					9397.42
Attend Meetings	2,558					2558.01
Deliverables	9,397					9397.42
Totals	**52,897**	-	-	-	-	**52896.67**

Commissioners Court - Regular Session **63.**

Meeting Date: 11/18/2025

On-Call Surveying (CR 332) – McGray – WA#7

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. 7 to the On-Call Surveying Services (CR 332) contract executed May 9, 2024, between Williamson County and McGray & McGray Land Surveyors, Inc. relating to the 2023 Road Bond Program.

Background

This Work Authorization No. 7 is for surveying services in the amount of $19,337.25 and terminates on July 31, 2026. Project: P366 Fund Source: Road Bond

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

On-Call Surveying (CR 332) – McGray – WA#7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:14 AM
Form Started By: Ragan Riggs		Started On: 11/10/2025 01:33 PM
Final Approval Date: 11/12/2025		

WORK AUTHORIZATION NO. 07

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 332 (at CR 314)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 9, 2024 (the "Contract"), and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and McGray & McGray Land Surveyors, Inc. (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$19,337.25.**

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

Part 4. This Work Authorization shall become effective **on the date of final acceptance and full execution of the parties hereto** and shall terminate on **July 31, 2026**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date, unless extended by a Supplemental Work Authorization.

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

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

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

Continued next page

EXECUTED this _____.

SURVEYOR:	COUNTY:
McGray & McGray Land Surveyors, Inc.	**Williamson County, Texas**
By: _____	By: _____
Signature	Signature
Chris Conrad	_____
Printed Name	Printed Name
Vice President	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED
By Christen Eschberger at 10:16 am, Nov 10, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CR 332 (at CR 314)

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. The horizontal datum for this project will be on the Texas Coordinate System, Central zone (4203), NAD83 (2011) EPOCH 2010.00, with a scale factor of 1.00012, unless otherwise provided by the County.

8. Facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile with respect to completion of the WA.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR
CR 332 (at CR 314)

PROJECT DESCRIPTION

PROJECT LIMITS

From FM487 to east of CR 313 for approximately 1.2 miles.

EXISTING FACILITY

The existing road is a 2- lane roadway with asphalt pavement and with varying widths of existing ROW (40 feet to 120 feet).

PROPOSED FACILITY

Will construct 2 lanes of a future 4-lane roadway with a proposed ROW width of 136 feet, from the project limits mentioned above.

1. PROJECT MANAGEMENT

   a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (**2** months assumed):

      - Submit monthly progress status reports to the GEC.

        1. Progress reports will include: deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

      - Prepare correspondence, invoices, and progress reports, on a monthly basis, in accordance with current County requirements.

2. SURVEYING

a. RIGHT OF ENTRY (ROE):

- Surveyor is to utilize the ROEs previously obtained. If additional ROEs are warranted for this scope, Surveyor is to notify the County and GEC for assistance.

b. FIELD SURVEYING:

- Surveyor will locate existing control and reconcile any discrepancies found.
- Surveyor will establish supplemental survey control as needed to be used during the course of the survey.
- Surveyor will locate boundary monuments sufficient to determine existing ROW and easement lines and parcel boundaries.

c. PARCEL ACQUISITION DOCUMENTS (up to **3** parcel documents assumed)

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for 3 acquisitions. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.
- After receipt of title commitments, set appropriate monumentation in accordance with County requirements (if applicable). Prepare signed and sealed documents for the easement acquisition.
- Stake proposed right of way (ROW), with suitable markers as requested, for the purposes of fence reconstruction, utility installation, or at property owner request.

d. DELIVERABLES:

- Draft Parcel Acquisition Documents (pdf)
- Final Signed and Sealed Parcel Acquisition Documents (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

ATTACHMENT C
WORK SCHEDULE
CR 332 (at CR 314)

Work shall begin in 1 week after receiving written Notice-to-Proceed. McGray and McGray Land Surveyors, Inc. estimates project completion by December 31, 2025 with the following deliverable schedule:

- Draft Parcel Acquisition Documents (pdf) by, December 12, 2025
- Final Signed and Sealed Parcel Acquisition Documents (pdf) by, December 31, 2025
- Survey CADD files by, December 31, 2025
- ASCII point file of all points located/set during the course of the survey by, December 31, 2025

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

TASK DESCRIPTION	Surveyor (RPLS) Senior	Survey Technician (Surveyor-In-Training) - SIT	Survey Technician	Abstractor	2 man survey crew, with vehicle and data collection	Survey Field Crew Coordinator	TOTAL LABOR HRS & COSTS
Surveyor shall prepare preliminary the parcel description with associated parcel plat for the ROW parcel acquisition (up to three Parcels). Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.	8	24	48	8	50	3	$ 19,317.25
							$ -
							$ -
HOURS SUB-TOTALS	8.00	24.00	48.00	8.00	50.00	3.00	141
CONTRACT RATE PER HOUR	$188.06	$115.53	$95.38	$85.97	$190.00	$91.35	
TOTAL LABOR COSTS	$1,504.48	$2,772.72	$4,578.24	$687.76	$9,500.00	$274.05	$19,317.25
% DISTRIBUTION OF STAFFING	5.67%	17.02%	34.04%	5.67%	35.46%	2.13%	62.41%
SUBTOTAL:							**$19,317.25**

OTHER DIRECT EXPENSES	UNIT	RATE	QUANTITY	TOTAL
Deed Copies	sheet	$1.00	20	$20.00
SUBTOTAL OTHER DIRECT EXPENSES				**$20.00**

SUMMARY	
TOTAL LABOR COSTS (DIRECT LABOR)	$19,317.25
(OTHER DIRECT EXPENSES)	$20.00
GRAND TOTAL	**$19,337.25**

Commissioners Court - Regular Session **64.**

Meeting Date: 11/18/2025

Proclamation for Tree of Angels Day

Submitted By: Grace Frias, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Proclamation designating December 2, 2025, Tree of Angels Day in Williamson County.

Background

Please see the attached Proclamation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proclamation for Tree of Angels Day

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/24/2025 03:39 PM
Form Started By: Grace Frias		Started On: 10/24/2025 02:52 PM
Final Approval Date: 10/24/2025		

Williamson County Proclamation
Tree of Angels

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the rights of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels, that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, more just community.

NOW THEREFORE, BE PROCLAIMED THAT the Commissioners Court of Williamson County, State of Texas, hereby proclaims **December 2nd, 2025,** as

TREE OF ANGELS DAY

And urges the citizens of Williamson County to participate in the Tree of Angels event on **Tuesday, December 2nd, 2025.**

PROCLAIMED this _____ day of _____, 2025.

_____

Williamson County Judge

Commissioners Court - Regular Session **65.**

Meeting Date: 11/18/2025

Budget Amendment for Records Archive Fund-County Clerk

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

Department: County Auditor

Agenda Category: Regular Agenda Items

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 expenditures for the Records Archive Fund-County Clerk.

Background

This budget amendment is appropriating funds that were encumbered in Fiscal Year 2025. The project was not all completed in Fiscal Year 2025, thus needing the balance of the funds to be reappropriated for Fiscal Year 2026 to complete the project.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0384-0384-004550	Imaging & Microfilming	$1,551,078.42

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:15 PM
Form Started By: Julie Kiley		Started On: 11/10/2025 11:07 AM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **66.**

Meeting Date: 11/18/2025

Budget Amendment Uncompensated Care Fund

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

Department: County Auditor

Agenda Category: Regular Agenda Items

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 expenditures for the Uncompensated Care Fund.

Background

This budget amendment is related to the approval of agenda item #42 on the November 4, 2025, agenda.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0338.0540.001100	Salaries	$12,576.95
	0338.0540.002010	FICA	$962.14
	0338.0540.002020	Retirement	$1,919.56

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 10:11 AM
Form Started By: Julie Kiley		Started On: 11/10/2025 09:50 AM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **67.**

Meeting Date: 11/18/2025

FY 2026 Capital Improvement Program

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2026 Capital Improvement Program.

Background

Action was taken on 9/9/25 Commissioners Court agenda # 49, 9/30/25 Commissioners Court agenda # 53, and 11/4/25 Commissioners Court agenda # 43 to approve budgets and assignments of project numbers for a portion of the 2026 Capital Improvement Program. An updated list is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2026 Capital Improvement Plan Requests 11.7.25

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 09:43 AM
Form Started By: Karen Knightstep		Started On: 11/07/2025 12:37 PM
Final Approval Date: 11/10/2025		

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	Approved 2026	9/9/2025	9/30/2025	11/4/2025
EXISTING PROJECTS				**$ 209,625,858**	**$ 127,294,513**	**$ 32,296,711**	**$ 17,709,211**			
TECHNOLOGY				**$ 43,600,000**	**$ 19,500,000**	**$ 7,600,000**	**$ 7,600,000**			
P709		County Buildings Fiber Optic Improvements *(See project tab for further breakout)*		$ 14,000,000	$ 9,500,000	$ -	$ -			
P710	0220	ERP Purchase/Upgrade		$ 7,000,000	$ 2,000,000	$ 5,000,000	$ 5,000,000	$ 5,000,000.00		
P604		Public Safety Software Suite *(See project tab for further breakout)*		$ 8,600,000	$ 6,000,000	$ 2,600,000	$ 2,600,000	$ 2,600,000.00		
P633	24-	Radio Tower Additions		$ 14,000,000	$ 2,000,000	$ -	$ -			
PRECINCT 4 ANNEX				**$ 8,082,013**	**$ 6,494,513**	**$ 3,087,500**	**$ -**			
P548		JP4 Hutto Annex Buildout (Dental Office)		$ 4,994,513	$ 3,394,513	$ 1,600,000	$ -			
P602	15-	Medic 42 Taylor Ambulance Station (New Bldg)		$ 2,400,000	$ 1,600,000	$ 800,000	$ -			
1005	26-	M-42 Demo and Temp Building Addition (temp solution)		$ 527,500	$ -	$ 527,500	$ -			
5000	26-	JP4 Micro Annex - New Structure/Building		$ 160,000	$ -	$ 160,000	$ -			
P638	24-	Taylor Office Remodel (Tax Office)			$ 1,500,000		$ -			
LAKE CREEK ANNEX IMPROVEMENTS				**$ 15,550,000**	**$ 6,000,000**	**$ 5,550,000**	**$ 5,550,000**			
P632	See project tab	Entire Building		$ 5,950,000	$ 5,000,000	$ 950,000	$ 950,000	$ 950,000.00		
		911 Training Center		$ 9,600,000	$ 1,000,000	$ 4,600,000	$ 4,600,000	$ 4,600,000.00		
JUSTICE COMPLEX				**$ 23,993,845**	**$ 400,000**	**$ 13,959,211**	**$ 3,959,211**			
5004	25-	Kitchell Program Manager *(see project tab for further breakout)*		$ 9,328,885	$ 400,000	$ 1,523,281	$ 1,523,281	$ 1,523,281.00		
		HOK		$ 3,538,960	$ -	$ 1,710,930	$ 1,710,930	$ 1,710,930.00		
		Halff		$ 1,126,000	$ -	$ 725,000	$ 725,000	$ 725,000.00		
		Land Purchase - Estimated amount		$ 10,000,000	$ -	$ 10,000,000	$ -			
JUVENILE JUSTICE CENTER				**$ 115,580,000**	**$ 92,680,000**	**$ 1,500,000**	**$ -**			
P578		JJC Expansion Phase I-II Contingencies		$ 94,180,000	$ 92,680,000	$ 1,500,000	$ -	$ 1,500,000.00	$ (1,500,000.00)	
P578	26-	Master Plan Phase III-V (See project tab for details)		$ 17,332,000		$ -	$ -			
SHERIFF'S OFFICE TRAINING CENTER				**$ 500,000**	**$ 300,000**	**$ 200,000**	**$ 200,000**			
P718		SOTC - Parking Expansion		$ 500,000	$ 300,000	$ 200,000	$ 200,000	$ 200,000.00		
ESOC DATA CENTER				**$ 2,320,000**	**$ 1,920,000**	**$ 400,000**	**$ 400,000**			
P609		ESOC Data Center Computer Air Conditioning (CRAC) Unit		$ 2,320,000	$ 1,920,000	$ 400,000	$ 400,000			$ 400,000.00
NEW PROJECT REQUESTS				**$ 36,896,000**	**$ -**	**$ 28,596,000**	**$ 6,650,000**			
BUILDINGS				**$ 2,700,000**	**$ -**	**$ 2,700,000**	**$ 1,000,000**			
5003	26-	Lipstick Project		$ 1,500,000	$ -	$ 1,500,000	$ 1,000,000	$ 1,000,000.00		
5002	26-	Covered Awnings - Facility Service Center / N. Inner Loop Campus		$ 1,200,000	$ -	$ 1,200,000	$ -			
EMERGENCY SERVICES				**$ 650,000**	**$ -**	**$ 650,000**	**$ -**			
0196	0581-22-	Security Fence Upgrade for ESOC	3	$ 650,000	$ -	$ 650,000	$ -			
PUBLIC SAFETY				**$ 4,500,000**	**$ -**	**$ -**	**$ -**			
1002	24-	Radio Technology Upgrade to TDMA	2	$ 4,500,000	$ -	$ -	$ -			
INFORMATION TECHNOLOGY SERVICES				**$ 2,500,000**	**$ -**	**$ 2,500,000**	**$ 2,500,000**			

CAPITAL IMPROVEMENT PLAN 2026

Item #	Reference #	PROJECT	Dept. Priority	Total Cost	Previously Allocated	2026	Approved 2026	9/9/2025	9/30/2025	11/4/2025
2000	26-	New Enterprise Asset Management Solution	1	$ 2,500,000	$ -	$ 2,500,000	$ 2,500,000	$ 2,500,000.00		
PARKS				**$ 625,000**	**$ -**	**$ 625,000**	**$ -**			
3005	25-	River Ranch Equestrian Pavilion	1	$ 625,000	$ -	$ 625,000	$ -			
INFRASTRUCTURE				**$ 18,721,000**	**$ -**	**$ 14,921,000**	**$ 750,000**			
5001	0210-	Personnel Muster Facility	1	$ 4,800,000	$ -	$ 1,000,000	$ 750,000	$ 750,000.00		
278	0210-	Three-Sided Equipment Storage Shed	2	$ 255,000	$ -	$ 255,000	$ -			
277	0210-	NE Inner Loop Yard Fencing	3	$ 285,000	$ -	$ 285,000	$ -			
276	0210-	NE Inner Loop Yard Electricity, Security Lighting, Gates, and Cameras	4	$ 856,000	$ -	$ 856,000	$ -			
4029	19-	Fleet Heavy Equipment Shop	5	$ 9,900,000	$ -	$ 9,900,000	$ -			
15654	0210-	Sand Storage Building	6	$ 2,625,000	$ -	$ 2,625,000	$ -			
SHERIFF'S OFFICE / CORRECTIONS				**$ 5,200,000**	**$ -**	**$ 5,200,000**	**$ 2,400,000**			
4130	26-	Jail -North Backup Power	1	$ 2,400,000	$ -	$ 2,400,000	$ 2,400,000	$ 2,400,000.00		
4116	23-	SOTC - Range Training Room	2	$ 430,000	$ -	$ 430,000				
4126	25-	Gun Range: High Angle Rescue Rappelling Tower	3	$ 1,500,000	$ -	$ 1,500,000	$ -			
4122	24-	SO - Renovation of Crime Scene Lab (See also Lake Creek Project)	4	$ 870,000	$ -	$ 870,000	$ -			
JUSTICE CENTER				**$ 2,000,000**	**$ -**	**$ 2,000,000**	**$ -**			
4048	19-	CJC Transition Remodel *(old Basement Request)*		$ 2,000,000	$ -	$ 2,000,000	$ -			
ADDED DURING DISCUSSION				**$ -**	**$ -**	**$ -**	**$ -**			
							$ -			
							$ -			
							$ -			

Notes: This is a continually growing document with estimated costs at time of request.

Reported as of September 16, 2025

TOTAL REQUESTED / APPROVED	31	**$ 246,521,858**	**$ 127,294,513**	**$ 60,892,711**	**$ 24,359,211**	**$ 25,459,211**	**$ (1,500,000)**	**$ 400,000**
FY26 CIP BUDGET					**$ 42,358,964**	**$ 42,358,964**	**$ 16,899,753**	**$ 18,399,753**
REMAINING FUNDS TO ALLOCATE					**$ 17,999,753**	**$ 16,899,753**	**$ 18,399,753**	**$ 17,999,753**

Commissioners Court - Regular Session **68.**

Meeting Date: 11/18/2025

Tarrant County Cultural Education Facilities Finance Corporation (Baylor Scott & White)

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding a resolution relating to a public hearing and approving financing by Tarrant County Cultural Education Facilities Finance Corporation for the benefit of Baylor Scott & White and related matters in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Section 147(f) of the Internal Revenue Code provides that the bonds must be approved by: (1) the governmental unit which issued such bond, or on behalf of which such bond was issued; and (2) generally, each governmental unit having jurisdiction over the area in which the facility is financed by the proceeds of such bond is located. Item (2) is where Williamson County is involved, because Baylor Scott & White is financing and refinancing renovations at and improvements to certain facilities in Williamson County - namely, facilities on the Baylor Scott & White Medical Center Round Rock Campus. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). The bonds are not a liability of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Affidavit and Cert of Public Hearing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:24 PM
Form Started By: Jalyn Morris		Started On: 11/10/2025 12:12 PM
Final Approval Date: 11/10/2025		

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, County Clerk and Ex-officio Clerk of the Commissioners Court of Williamson County, Texas, DO HEREBY CERTIFY as follows:

1. That on the 18th day of November, 2025, a regular meeting of the Commissioners Court of Williamson County, Texas (the "***Court***"), was held in the Commissioner's Courtroom of the Williamson County Courthouse, 710 S. Main Street, in Georgetown, Texas; the duly constituted members of the Court being as follows:

Steven Snell	County Judge
Terry Cook	Commissioner
Cynthia Long	Commissioner
Valerie Covey	Commissioner
Russ Boles	Commissioner

and all of said persons were present at said meeting, except _____. Among other business considered at said meeting, the attached resolution entitled:

> "RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, APPROVING THE BONDS TO BE ISSUED BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE PURPOSE OF FINANCING OR REFINANCING CERTAIN HEALTH FACILITIES LOCATED WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY, TEXAS FOR THE BENEFIT OF BAYLOR SCOTT & WHITE HEALTH, AS REQUIRED BY SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE"

was introduced and submitted to the Court for passage and adoption. After presentation and due consideration of the resolution, and upon a motion duly made and seconded, the resolution was duly passed and adopted by the Court to be effective immediately by the following vote:

___ voted "For" ___ voted "Against" ____ abstained

all as shown in the official Minutes of the Court for the meeting held on the aforesaid date.

2. That the attached resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court of said County on the date of the aforesaid meeting are those persons shown above and, according to the records of my office, advance notice of the time, place and purpose of the meeting was given to each member of the Court; and that said meeting and the deliberation of the aforesaid public business was open to the public and written notice of said meeting, including the subject of the above

entitled resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially and affixed the seal of the Commissioners Court, this the 18th day of November, 2025.

County Clerk and Ex-officio Clerk
Commissioners Court, Williamson County, Texas

(Com. Crt. Seal)

RESOLUTION OF THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, APPROVING THE BONDS TO BE ISSUED BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE PURPOSE OF FINANCING OR REFINANCING CERTAIN HEALTH FACILITIES LOCATED WITHIN THE BOUNDARIES OF WILLIAMSON COUNTY, TEXAS FOR THE BENEFIT OF BAYLOR SCOTT & WHITE HEALTH, AS REQUIRED BY SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, by resolution the Commissioner's Court of Tarrant County, Texas (the "***Sponsoring Entity***"), authorized and approved the creation of the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***") as a nonprofit corporation under the provisions of the Cultural Education Facilities Finance Corporation Act, Chapter 337, Texas Local Government Code, as amended from time to time, authorized to issue revenue bonds on behalf of the Sponsoring Entity to provide funds to finance or refinance all or part of the cost of "health facilities" (as defined in the Health Facilities Development Act, Chapter 221, Texas Health and Safety Code, as amended from time to time);

WHEREAS, Baylor Scott & White Health, a Texas nonprofit corporation ("***BSWH***"), directly or through affiliates, owns and operates in Williamson County, Texas (the "***County***") at or adjacent to 300 University Boulevard, Round Rock, Texas 78665, a charitable health care facility known as Baylor Scott & White Medical Center – Round Rock ("***Baylor-Round Rock***");

WHEREAS, it has been proposed that the Issuer, pursuant to a plan of finance, issue hospital revenue bonds in one or more series and in one or more years (collectively, the "***Bonds***") in an aggregate principal amount not to exceed $2,500,000,000 and loan the proceeds thereof to BSWH to (i) finance or refinance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities, including but not limited to, acute care hospitals, clinics, medical office buildings, parking garages and medical education buildings of BSWH and its affiliates, all as described in the published Notice of Public Hearing attached as Exhibit A to the Certificate of Public Hearing, which is attached to this Resolution as Attachment I (the "***Notice***") that includes Baylor-Round Rock; and (ii) pay the costs of issuing the Bonds;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "***Code***"), requires that the plan of financing for the issuance of the Bonds and the projects to be financed or refinanced by the Bonds (the "***Projects***") be approved by an "applicable elected representative" (the "***AER***") after a public hearing following reasonable public notice, as a condition to the exclusion of interest on the Bonds from gross income for federal income tax purposes;

WHEREAS, an AER for the plan of financing for the issuance of the Bonds and the Projects located in the County is the Commissioners Court of Williamson County, Texas (the "***Governing Body***");

WHEREAS, the duly appointed hearing officer of the Issuer held a public hearing on November 4, 2025 and conducted such hearing in a manner that provided a reasonable opportunity

for persons with differing views on the Bonds and the Projects to be heard, following the publication of the Notice, which contains the date, time and place of the public hearing, no less than seven days before said date in *The Dallas Morning News*, the *Fort Worth Star Telegram*, the *Austin American-Statesman*, and *The Eagle*, being newspapers of general circulation within the Sponsoring Entity or within the geographical jurisdictions in which a portion of the facilities comprising the Projects are located;

WHEREAS, the Governing Body desires to: (i) confirm action taken with respect to public hearing requirements for the Projects; and (ii) approve the plan of financing for the issuance of the Bonds and the Projects as required by Section 147(f) of the Code; and

WHEREAS, the Governing Body has considered evidence of the posting of notice of this meeting and officially finds, determines, recites and declares that notice of this meeting was given and this meeting was held in accordance with the requirements of the Open Meetings Act, Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THAT:

Section 1. Findings, Determinations and Statements. The findings, determinations and statements set forth in the preamble hereof are hereby incorporated by reference as if set forth in full.

Section 2. Confirmation of Public Hearing. All actions taken with respect to the holding of the public hearing are hereby confirmed.

Section 3. AER Approval. The Governing Body, acting in its capacity as AER pursuant to the requirements of Section 147(f) of the Code, hereby approves the plan of financing for the issuance of the Bonds and the Projects located within the jurisdiction of the County, all as described in the Notice. The approval granted hereby is not to be construed as (i) a representation or warranty by the County, the Governing Body, any of the officers of the Governing Body, the State of Texas or any other agency, instrumentality or political subdivision of the State of Texas that the Bonds will be paid or that any obligations assumed by any of the parties under the instruments delivered in connection with the Bonds will in fact be performed; (ii) a pledge of faith and credit of or by the State of Texas or any agency, instrumentality or political subdivision of the State of Texas, including the County; or (iii) a representation or warranty concerning the validity of the Bonds.

Section 4. Providing an Effective Date. This resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, THIS NOVEMBER 18, 2025.

Attachment I

Certificate of Public Hearing

CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with the issuance by the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***") of its hospital revenue bonds pursuant to a plan of financing, in one or more series and in one or more years, in the principal amount not to exceed $2,500,000,000 in the aggregate (collectively, the "***Bonds***"), for the benefit of Baylor Scott & White Health, a Texas non-profit corporation, and one or more of its tax-exempt nonprofit affiliates (collectively, the "***System***"), as follows:

1. I am an attorney with Brown Pruitt Wambsganss Dean Forman & Moore, P.C., counsel for the Issuer in respect of the financing described herein, and have been duly authorized to conduct a public hearing on the plan of financing for the issuance of the Bonds to finance or refinance the projects described in the notice of such hearing published in *The Dallas Morning News* on October 27, 2025, the *Fort Worth Star-Telegram* on October 24, 2025, the *Austin American-Statesman* on October 24, 2025, and *The Eagle* on October 28, 2025, copies of which notices as published with Affidavits of Publication are attached hereto as Exhibit A, all of which projects are owned, operated, or managed by the System and located in Bell, Brazos, Collin, Dallas, Ellis, Tarrant, Travis or Williamson County, Texas, as described in the notice.

2. I conducted such hearing commencing at 10:00 a.m. (Central Standard Time) on Tuesday, November 4, 2025, by telephone in the manner described in the notice referred to in paragraph 1 hereof, which was open to the public for purposes of the hearing.

3. At the time for the commencement of the hearing, I publicly requested comments, either orally or in writing, on the facilities to be financed or refinanced with proceeds of the Bonds and on the plan of financing for the issuance of the Bonds.

4. At the hearing, no persons presented comments, orally or in writing.

5. I imposed no time limitations on any public comments.

6. A copy of the minutes of the public hearing is attached hereto as Exhibit B.

IN WITNESS WHEREOF, I have hereunto set my hand this November 4, 2025.

Randal L. Dean, Hearing Officer
Tarrant County Cultural Education Facilities
Finance Corporation

EXHIBIT A

Affidavit of Publication – *The Dallas Morning News*
Affidavit of Publication – *Fort Worth Star-Telegram*
Affidavit of Publication – *Austin American-Statesman*
Affidavit of Publication – *The Eagle*

[*See attached.*]

The Dallas Morning News

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS

COUNTY OF DALLAS

Before me, a Notary Public in and for Dallas County, this day personally appeared David Ferster, Advertising Representative for *THE DALLAS MORNING NEWS* being duly sworn by oath, states the attached advertisement of: **Ad#** 19269

NORTON ROSE FULBRIGHT

Appeared in *The Dallas Morning News* on October 27, 2025

Dallas Morning News Sales Operations

Sworn to and subscribed before me this Date: 10/27/2025

DANIEL NAVARRO
Notary Public, State of Texas
Comm. Expires 03-22-2028
Notary ID 134822067

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OLD CAR CONSIGNMENTS David Wayne 214-926-5621

Honda

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Acreage, Farms & Ranches

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Real estate advertised in this newspaper is subject to the amended Federal Fair Housing Act of 1968, which makes it illegal to advertise any preference, limitation or discrimination based on race, color, religion, sex, handicap , familial status or national origin or intention to make such preference, limitation or discrimination. This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. For complaints call the Fair Housing Office in your city or HUD 800-669-9777.

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Beautiful 40 Acre Hill Country Ranch 50 miles S/W of DFW in Glen Rose. Hardwood trees with rock bottom creek and great views. Paved frontage on two sides, water and electric on property. Great family ranch or development potential. By owner 817-219-7436

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Out of Texas

New Home, 3br,3ba, large loft, blown insulation-energy efficient. Mountain views, 2.5 tandem car, w/RV & dump station. 403 Falcon Place Pagosa Springs, CO 81147 Contact info 512-214-7923

Park Cities

4206 WOODFIN DR. $6,895,000 - 9981 sf Transitional French Masterpiece on .75acre Preston Hollow Estates. Timeless elegance & Top-shelf EVERYTHING- Bill Davidson 972-742-6006 bill@firstcommercial realty.com

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- Legal Notices

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Bids & Proposals

Northstar Builders Group, LLC, Construction Manager for Celina ISD is currently accepting proposals for the Celina ES #6 Roadway Improvements Project. Proposals are due on Tuesday, November 4, 2025 at 2:00 p.m., and can be emailed to bid-day@nstarbuilders.com or mailed/delivered to 3401 Olympus Blvd, Suite 510, Coppell, TX 75019. Bid Documents can be obtained by emailing Zach Frazier – zfrazier@ nstarbuilders.com

Bids & Proposals

CITY OF PLANO LEGAL NOTICE

Bids will be due prior to 2 p.m. on 11/12/2025 and publicly opened at the City of Plano Municipal Center at 2 p.m. on 11/13/2025.

Bid No.: 2026-0040-AC Stone and Aggregates. Instructions for bidding may be obtained at https://www.plano.gov/1126/Procurement---Division-of-Finance, at https://planotx.ionwave.net or by calling 972-941-7557.

CITY OF PLANO LEGAL NOTICE

Bids will be due prior to 2 p.m. on 11/19/2025 and publicly opened at the City of Plano Municipal Center at 2 p.m. on 11/20/2025.
RFB No. 2026-0026-B Preston – McDermott Lighting Project No. TP-S-00018.
Instructions for responding may be obtained at https://www.plano.gov/1126/Procurement-Project-Management, at planotx.ionwave.net, or by calling 972-941-7557.

Legal Notices

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a public hearing will be held on behalf of Newark Cultural Education Facilities Finance Corporation (the "Corporation"), a nonprofit corporation, on November 3, 2025, commencing at 10:00 a.m. to provide an opportunity for all interested persons to be heard with respect to a loan (qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code of 1986, as amended) from a bank (the "Lender") to the Corporation in the maximum aggregate amount of $13,500,000, and a loan from the Corporation to First Baptist Academy (the "Borrower") in the same amount (collectively, the "Loans"); all pursuant to a Loan Agreement by and among the Corporation, the Lender and the Borrower.

The Loans are being made for the purpose of financing and/or refinancing all or a portion of the costs of the acquisition, construction, renovation, and equipping of school facilities on the campus of the Borrower located at 7898 Samuell Blvd., Dallas, Texas 75228 (collectively, the "Project"). A portion of the proceeds of the Loans will be used to pay certain expenses in connection with the issuance of the Loans. The Project will be owned by the Borrower. The Loans are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

At the time and place set for the public hearing, interested persons will be given a reasonable opportunity to express their views, both orally (via telephonic participation) and in writing, on the merits of the Project, the Loans or related matters. Members of the public may listen to and contribute to any discussion during the hearing by dialing: 1-346-248-7799, meeting ID: 920 7329 5357, passcode: 910793. Persons wishing to participate should submit a written request to speak to hvu@jw.com at least 24 hours before the hearing; however, the hearing officer will also provide time for additional comments during the hearing. Oral remarks may not exceed five minutes in duration. Written comments may be submitted by email to the President of the Board of Directors of the Corporation c/o Jackson Walker LLP, Attn: Hoang Vu, hvu@jw.com, until the time and date of the hearing (subject to the timing limitations of mail delivery).

Bids & Proposals

NOTICE TO BIDDERS – City of Carrollton, Texas
Request for bids for BID #26-006 Sanitary Sewer Cleaning will be accepted via the IonWave Technologies, Inc., bidding system https://carrolltonbids.ionwave.net/Login.aspx until the hour as specified below, at which time bids duly delivered and submitted will be considered for supplying the items listed below.

Description	Publication Dates	Opening Date	Opening Time
BID #26-006 Sanitary Sewer Cleaning	10/20/25 & 10/27/25	11/5/25	3:30pm

Legal Notices

LEGAL NOTICE OF APPLICATION
Notice is hereby given that Security National Bank of Omaha, 1120 S. 101st Street, Omaha, Nebraska 68124, has filed an application with the Comptroller of the Currency (OCC) on October 27, 2025, pursuant to 12 CFR 5 for permission to establish a branch at Park Cities Tower, 7001 Preston Road, Dallas, Texas 75205. Public information about this filing is available upon request. Information about the filing may be found in the OCC's Weekly Bulletin available on the OCC website. Any person wishing to comment on this application may file comments in writing to District Licensing, Office of the Comptroller of the Currency, 1225 17th Street, Suite 300, Denver, Colorado 80202.

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FOR PUBLIC RELEASE
October 27, 2025

Pursuant to Chapter 22.148 of the Garland Code of Ordinances and pursuant to the City of Garland's TPDES permits for the Duck Creek and Rowlett Creek Recycling Centers, the following listings of Significant Violators of Garland's Industrial Waste Ordinance is hereby published.

Industry and Address

1. A-1 Powder Coat Paint, Inc., 1410 N. First St., Garland, TX 75040
Discharged wastewater containing excessive levels of Copper and Zinc.

2. Global Gourmet Food Solutions, LLC, 3930 Miller Park Dr., Garland, Texas 75042
Discharged wastewater containing excessive levels of Oil and Grease.

3. Micron Industries, LLC, 3609 Marquis Dr., Garland, TX 75042
Discharged wastewater containing excessive levels of Copper, Silver, and Zinc.

4. Unity Manufacturing, 210 E. Buckingham Rd., Garland, TX 75040
Discharged wastewater containing excessive levels of Zinc.

5. Zobele USA, Inc., 3502 Regency Crest Dr., Garland, TX 75041
Discharged wastewater containing excessive levels of Oil and Grease.

PUBLIC HEARING NOTICE

The Farmers Branch City Council will conduct a public hearing during its regular meeting on Tuesday, November 4, 2025, at 6:00 p.m. in the City Council Chambers, Farmers Branch City Hall, 13000 William Dodson Parkway, Farmers Branch, Texas 75234, and consider comments concerning the adoption of an Ordinance nominating FormFactor, Inc., located at 4350 Innovation Dr, Farmers Branch, TX 75244 to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Zone Project. The hearing will include discussion of tax and/or other business incentives available in the City of Farmers Branch. All interested parties are encouraged to attend and present their views. For additional information, please contact the City Secretary's Office at 972-919-2520 prior to the meeting.

Issued this 21st day of October, 2025.

CITY OF FARMERS BRANCH, TEXAS
By: Erin Flores
Erin Flores, City Secretary

PUBLIC HEARING NOTICE

The Farmers Branch City Council will conduct a public hearing during its regular meeting on Tuesday, November 4, 2025, at 6:00 p.m. in the City Council Chambers, Farmers Branch City Hall, 13000 William Dodson Parkway, Farmers Branch, Texas 75234, and consider comments concerning the adoption of an Ordinance nominating TDIndustries, Inc., located at 13850 Diplomat Drive, Farmers Branch, Texas 75234, to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Zone Project. The hearing will include discussion of tax and/or other business incentives available in the City of Farmers Branch. All interested parties are encouraged to attend and present their views. For additional information, please contact the City Secretary's Office at 972-919-2520 prior to the meeting.

Issued this 21st day of October, 2025.

CITY OF FARMERS BRANCH, TEXAS
By: Erin Flores
Erin Flores, City Secretary

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Legal Notices

Application has been made with the Texas Alcoholic Beverage Commission for a Mixed Beverage Restaurant Permit (MB) and Food and Beverage Certificate (FB) by The Daiquiri Shoppe GP, LLC dba The Daiquiri Shoppe GP, to be located at 684 W Pioneer Pkwy, Ste 100, Grand Prairie, Dallas County, Texas 75051. Officers of said corporation Juan Arredondo, Member-managed, Mark Underwood, Member-managed, Sheila Arredondo, Member-managed.

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Legal Notices

NOTICE OF CITY PLAN COMMISSION HEARING

The City Plan Commission of the City of Dallas, Texas will hold a public hearing at 12:30 p.m., **Thursday, November 6, 2025,** via videoconferencing and in, 6ES, on the 6th Floor at City Hall, to determine whether or not Chapter 51, Chapter 51A, and Chapter 51P of the Dallas City Code, as amended, should be amended by the granting of the following applications. The following videoconference link is available to the public to listen to the meeting and Public Affairs and Outreach will stream the City Plan Commission Public hearing on Spectrum Cable Channel 16 and bit.ly/cityofdallastv. The meeting will also be streamed via WebEx on the following link: https://bit.ly/CPC-110625.

Individuals who wish to speak in accordance with the City Plan Commission Rules of Procedure, should contact the Department of Planning and Development at 214-670-4209 by **3:00 p.m. on Wednesday, November 5, 2025,** or register online at: https://dallascityhall.com/government/Boards-and-Commissions/City-Plan-and-Zoning Commission/Pages/Meetings.aspx.

Las personas y las partes interesadas que desean hablar deben registrarse en el Departamento de Planificación y Desarrollo registrándose en línea en https://dallascityhall.com/government/Boards-and-Commissions/City-Plan-and-Zoning Commission/Pages/Meetings.aspx o llamando al (214) 670-4209, antes de las 3:00 p.m. del miércoles 5 de noviembre de 2025.

To request an interpreter, please email yolanda.hernandez@dallas.gov at least 72 hours (3 days) in advance of a meeting. Late requests will be honored, if possible.
Para solicitar un intérprete, mande un correo electrónico a yolanda.hernandez@dallas.gov al menos 72 hora (3 dias) antes de una reunión. Solicitudes con retraso serán respetadas, si es posible.

Zoning Cases

This notice authorizes the City Plan Commission to recommend approval of a different zoning district than the one requested, except that the different district may not (1) have a maximum structure height, floor area ratio, or density that is higher than the one requested; or (2) be "nonresidential" when the one requested is for residential uses or vice versa. Specific Use Permit requests would allow the additional use(s) on the property but do not change the underlying zoning standards. Development standards including, but not limited to, dimensional requirements, landscaping and tree mitigation requirements, sign regulations, parking requirements, and use regulations, including requirements for specific use permits, may be modified, or eliminated in a planned development district.

Z234-183 / Z-25-000115 An application for an amendment to Specific Use Permit 2480 for the sale of alcoholic beverages, on property zoned CR Community Retail District with D-1 Liquor Control Overlay, on the northeast corner of Kleberg Rd. and Carleta St.

Z234-225 / Z-25-000147 An application for MF-2(A) Multifamily District on property zoned R-7.5(A) Single Family District, on the west line of South Cockrell Hill Rd., south of Barstow Blvd.

Z-25-000089 An application for an amendment to Specific Use Permit 2261 for a metal salvage facility use on property zoned IM Industrial Manufacturing District on the east line of Luna Road and on the north line of Ryan Rd.

Z-25-000102 An application for a new Subdistrict within Planned Development District 595, the South Dallas/Fair Park Special Purpose District on property zoned R-5(A), MF-2(A) and NC Subdistricts, on the northwest line of Spring Ave. and southwest line of Sutton St.

Z-25-000114 An application for the renewal of Specific Use Permit 1796 for an attached projecting non-premise district activity videoboard sign on property zoned Subdistrict A within Planned Development 619 with Specific Use Permit 2025 for a personal service use limited to a spa and Specific Use Permit 1796 for an attached projecting non-premise district activity videoboard sign, on the southeast line of Main St, between S. Akard Street and S. Ervay St.

Z-25-000131 An application for the renewal of SUP 2387 for an alcoholic beverage establishment limited to a private-club bar and a commercial amusement (inside) limited to an amusement center on property zoned Subdistrict 6C within Planned Development 830 E. Davis Street Special Purpose District, on the north line of W. Davis St, east of N. Tyler St.

Z-25-000140 An application for an amendment to Planned Development District 765 to create a new subdistrict B on property zoned Planned Development 765 with Specific Use Permit 2362, on the southeast corner of Mapleshade Ln. and Oxford Dr.

Certificates of Appropriateness for Signs

SIGN-25-001389 An application for a Certificate of Appropriateness by Josephine Gonzales of Pattison ID, for a 223.3-square-foot LED illuminated channel letter sign at 2626 HOWELL ST, STE 840 (SOUTH ELEVATION).

The public may attend the meeting virtually; however, City Hall is available for those wishing to attend the meeting in person.
Location for in-person attendance:

1500 MARILLA STREET, DALLAS, TEXAS, 75201, COUNCIL CHAMBERS, 6TH FLOOR OF THE DALLAS CITY HALL (facing Young Street between Akard Street and Ervay Street)

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ARLINGTON

Mayor plans bid for final term

After serving in role twice, reelection would be his last time in seat

By CHRIS MOSS
fortworthreport.org

Arlington Mayor Jim Ross will be running for reelection with hopes of securing a third and final term as the face of the American Dream City.

The former police officer said serving in his first two terms has been "one of the greatest honors of my life" in his announcement on Wednesday.

"Over the past two terms, I've had the privilege of working alongside an incredible community of residents, businesses, and civic leaders who share a deep love for this city and a common belief in its future," Ross said in a statement. "Together, we have made tremendous progress — and yet, there is still more to do."

Ross, who is a lawyer, business owner and former Marine, first got involved in Arlington politics in 2021. That year, he ran in a crowded election that eventually led to a runoff between him and former council member Michael Glaspie.

Ross became mayor after securing 54.4% of the vote. Two years later, he won a second term with 51.8% of the vote against real estate agent Amy Cearnal.

"When I first took office, I made a commitment to strengthen our economy, improve public safety, invest in our infrastructure, and bring our community together," Ross said. "I'm proud to say we delivered on that promise."

In Ross' announcement, he touted economic successes — like bringing corporate headquarters to Arlington — and a lowered crime rate as ways he delivered results on issues he campaigned on.

This year, he faced heat from critics regarding unpaid taxes and a video published by the Dallas Express, a right-leaning media outlet, which it claims shows Ross berating a street preacher in 2018. Other candidates for the mayoral seat have not yet announced their intention to run.

In 2018, Arlington voters overwhelmingly approved a ballot measure to institute three-term limits for both the City Council and mayoral seats. In 2022, voters approved an amendment to those limits that allows a candidate to hold a seat for an extra year per term — from two years to three years per term.

If reelected, Ross will not be able to run for the seat again.

"As I seek a third and final term, I do so with deep gratitude for the trust you've placed in me and a renewed commitment to keep Arlington moving forward," he said. "Together, we can continue building a city that reflects the very best of who we are — united, thriving, and full of promise for the generations to come."

Fort Worth Report is a nonpartisan, nonprofit news source dedicated to providing free, fair and local reporting for our community.

Camilo Diaz/Fort Worth Report

Arlington Mayor Jim Ross (left) on Wednesday announced his plan to run for reelection. If he wins, it would be his third and final term as mayor due to limits set by voters.

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NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT, for purposes of Section 147 of the Internal Revenue Code of 1986, as amended, the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***") will hold a public hearing on November 4, 2025, at 10:00 a.m., accessible to the public by telephone, with respect to a plan of financing that will consist of the issuance, in one or more series and in one or more years, of the Issuer's limited obligation revenue bonds (the "***Bonds***") in the approximate maximum aggregate principal amount of $2,500,000,000. The Bonds are proposed to be issued as qualified 501(c)(3) bonds to (i) finance or refinance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities, including but not limited to, acute care hospitals, clinics, medical office buildings, parking garages and medical education buildings (the "***Projects***") and (ii) pay costs in connection with the issuance of the Bonds. The Projects to be financed and refinanced with the Bonds, and the location in Texas (including adjacent and proximate buildings), and the maximum stated principal amount of Bonds to be issued to finance and refinance each Project, are as follows:

Projects	Maximum Amount
Baylor Scott & White All Saints Medical Center – Fort Worth, 1400 8th Avenue, Fort Worth, Tarrant County, 76104	$30,000,000
Baylor University Medical Center, 3500 Gaston Ave, Dallas, Dallas County, 75246, and facilities located within the main Dallas campus boundaries as follows: Live Oak Street to the north, Haskell Avenue to the east, Elm Street to the south and Hall Street to the west	$1,600,000,000
Baylor Scott & White Medical Center – Centennial, 12505 Lebanon Road, Frisco, Collin County, 75035	$10,000,000
Baylor Scott & White Medical Center – McKinney, 5252 W. University Drive, McKinney, Collin County, 75071	$130,000,000
Baylor Scott & White McLane Children's Medical Center, 1901 SW H K Dodgen Loop, Temple, Bell County, 76502	$45,000,000
Baylor Scott & White Medical Center – Temple, 2401 South 31st Street, and 702 SW H K Dodgen Loop, Temple, Bell County, 76508, and facilities located within the main Temple campus boundaries as follows: West Avenue R to the north, Scott and White Boulevard to the east, Southwest H K Dodgen Loop to the south and South 31st Street to the west	$200,000,000
Baylor Scott & White Medical Center – Waxahachie, 2400 North Interstate Highway 35E and 2460 North Interstate Highway 35E, Waxahachie, Ellis County, 75165	$340,000,000
Baylor Scott & White Medical Center – Grapevine, 1650 West College Street, Grapevine, Tarrant County, 76051	$75,000,000
Baylor Scott & White Medical Center – College Station, 700 Scott and White Drive and 800 Scott & White Drive, College Station, Brazos County, 77845	$60,000,000
Baylor Scott & White Medical Center – Frisco at PGA Parkway, 7600 Better Way, Frisco, Collin County, 75033	$285,000,000
Baylor Scott & White Medical Center – Plano, 4700 Alliance Boulevard, Plano, Collin County, 75093	$25,000,000
Baylor Scott & White Medical Center – Pflugerville, 2600 East Pflugerville Parkway, including Buildings 1 and 2, Pflugerville, Travis County, 78660	$55,000,000
Baylor Scott & White Medical Center – Round Rock, 300 University Boulevard, Round Rock, Williamson County, 78665	$200,000,000

The Projects to be financed and refinanced with the Bonds are or will be owned or principally used by Baylor Scott & White Health, a Texas nonprofit corporation, or one or more of its tax-exempt affiliates.

The Bonds will be limited non-recourse obligations of the Issuer payable solely from the repayment of a loan of proceeds of the Bonds to Baylor Scott & White Health and will not constitute a debt or obligation of Tarrant County or any other public body or be in any way payable from taxes or other public funds.

All interested persons are invited to attend the public hearing by telephone and will be given an opportunity to address the question of whether the Commissioners Court and/or County Judges of Bell, Collin, Dallas, Ellis, Brazos, Travis, Williamson, and/or Tarrant Counties should approve the Projects and the plan of financing for the issuance of the Bonds. Following the public hearing, a report concerning the hearing will be submitted to the approving governmental bodies or officials, with a request to approve the Projects and plan of financing for the issuance of the Bonds. Individuals may attend the public hearing by telephone toll-free by dialing 877-853-5257. The conference code is 6308532545.

Questions, requests for additional information, or written comments may be directed in writing to the Issuer in care of Randal Dean at Brown Pruitt Wambsganss Dean Forman & Moore P.C., 201 Main Street, Suite 700, Fort Worth, Texas 76102.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds. This hearing will serve as a "combined hearing," within the meaning of Treasury Regulation Section 1.147(f)-1(d)(2), for Bell, Collin, Dallas, Ellis, Brazos, Travis, Williamson, and Tarrant Counties.

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

DN-60839

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By David L. Hoyt and Jeff Knurek

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DN-57971

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NOTICE OF CITY COUNCIL HEARING

The City Council of the City of Dallas, Texas will hold a public hearing at 1:00 p.m., **Wednesday, November 12, 2025,** via videoconferencing and in the Council Chambers, 6th Floor at City Hall, to determine whether or not Chapter 51, Chapter 51A, and Chapter 51P of the Dallas City Code, as amended, should be amended by the granting of the following applications. The public may watch the meeting on Spectrum Cable Channel 16, Frontier Channel 47, AT&T U-Verse Channel 99, and bit.ly/cityofdallastv. The agenda will provide the videoconference link. Please check the City Secretary's webpage for the posted agenda: https://dallascityhall.com/government/citysecretary/Pages/Public-Meetings.aspx

Individuals who wish to speak in accordance with the City Council Rules of Procedure must sign up with the City Secretary's Office by calling (214) 670-3738 or register online at https://dallascityhall.com/government/citysecretary/Pages/CCrules.aspx by 5:00 p.m. of the last regular business day preceding the meeting.

Sign interpreters are available upon request with a 48-hour advance notice by calling (214) 670-5208 V/TDD. The City of Dallas is committed to compliance with the Americans with Disabilities Act. The Council agenda is available in alternative formats upon request.
Intérpretes para personas con impedimentos auditivos están disponibles si lo solicita con 48 horas de anticipación llamando al (214) 670-5208 (aparato auditivo V/TDD). La Ciudad de Dallas se esfuerza por cumplir con el decreto que protege a las personas con impedimentos, Americans with Disabilities Act. La agenda del Ayuntamiento está disponible en formatos alternos si lo solicita.

ZONING CASES

This notice authorizes the City Council to approve a different zoning district than the one requested, except that the different district may not (1) have a maximum structure height, floor area ratio, or density that is higher than the one requested; or (2) be "nonresidential" when the one requested is for residential uses or vice versa. Specific Use Permit requests would allow the additional use(s) on the property but do not change the underlying zoning standards. Development standards including, but not limited to, dimensional requirements, landscaping and tree mitigation requirements, sign regulations, parking requirements, and use regulations, including requirements for specific use permits, may be modified, or eliminated in a planned development district.

Z245-120(TB) / Z-25-000150 An application for F-RTN Residential Transition Subdistrict on property zoned R-5(A) Single Family Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the southeast line of Hamilton Avenue, northeast of Foreman Street.

Recommendation of Staff: Approval.
Recommendation of CPC: Approval.

Z245-127(CC) / Z-25-000139 An application for an amendment to Specific Use Permit No. 2008 for an attached projecting non-premise district activity videoboard sign on property zoned Planned Development District No. 619, on the west line of South Ervay Street, between Commerce Street and Jackson Street.

Recommendation of Staff: Approval, subject to conditions.
Recommendation of CPC: Approval for a five-year period, subject to conditions.

Z245-128(CC) / Z-25-000138 An application for an amendment to Specific Use Permit No. 2009 for an attached projecting non-premise district activity videoboard sign on property zoned Planned Development District No. 619, on the south side of Commerce Street, between Lane Street and South Ervay Street.

Recommendation of Staff: Approval, subject to conditions.
Recommendation of CPC: Approval for a five-year period, subject to conditions.

Z245-151(TB) / Z-25-000054 An application for an amendment to Planned Development District No. 166 and to rezone the southwest portion of Planned Development District No. 166 to MF-2(A) Multifamily District, on property between La Prada Drive and Shiloh Road, south of Blyth Drive.

Recommendation of Staff: Approval of (1) an amendment to Planned Development District No. 166, subject to an amended development plan and amended conditions; and (2) approval of MF-2(A) Multifamily District on a portion.
Recommendation of CPC: Approval of (1) an amendment to Planned Development District No. 166, subject to an amended development plan and amended conditions; and (2) approval of MF-2(A) Multifamily District on a portion.

Z245-167(MB) / Z-25-000017 An application for an amendment to and an expansion of Subdistrict 1G on property zoned Subdistricts 1 and 1G within Planned Development District No. 621, on the south corner of Oak Lawn Avenue and North Stemmons Freeway.

Recommendation of Staff: Approval, subject to a development plan and staff's recommended conditions.
Recommendation of CPC: Approval, subject to a revised development plan and conditions.

Z245-214(LG) / Z-25-000001 An application for (1) RR Regional Retail District and (2) the termination of deed restrictions [Z034-280] on property zoned MU-1 Mixed Use District, on the south corner of Ferguson Road and Little Pocket Road.

Recommendation of Staff: Denial of (1) RR Regional District and (2) approval of termination of deed restrictions [Z034-280].
Recommendation of CPC: Approval of (1) RR Regional District and (2) approval of termination of deed restrictions [Z034-280].

Z245-216(LC) / Z-25-000099 An application for termination of deed restrictions DR Z834-293, with consideration of an NS(A) Neighborhood Service District on property zoned CR Community Retail District with deed restrictions DR Z834-293, on the northwest corner of North Masters Drive and Bruton Road.

Recommendation of Staff: Approval of (1) NS(A) Neighborhood Service District and approval of (2) termination of deed restrictions.
Recommendation of CPC: Approval of (1) NS(A) Neighborhood Service District and denial of (2) termination of deed restrictions.

Z-25-000020 An application for an amendment to Specific Use Permit No. 2544 for an alcoholic beverage establishment limited to a bar, lounge, or tavern and a commercial amusement (inside) limited to a dance hall on property zoned an FWMU-3-SH Walkable Urban Mixed Use Form Subdistrict with a Shopfront Overlay within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the northeast line of Botham Jean Boulevard, southeast of South Boulevard.

Recommendation of Staff: Approval, subject to site plan and conditions.
Recommendation of CPC: Approval for a one-year period, subject to site plan and conditions.

Z-25-000041 An application for TH-3(A) Townhouse Subdistrict on property zoned R-5(A) Single Family Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the southeast line of Collins Avenue, between Carter Street and Troy Street.

Recommendation of Staff: Approval.
Recommendation of CPC: Approval.

Z-25-000058 An application for an amendment to Tract III within Planned Development No. 278, on the south line of Irving Boulevard, east of Lakawana Street.

Recommendation of Staff: Approval, subject to amended conceptual plan (Exhibit 278A), amended development plan (Exhibit 278G), amended landscaping plan (Exhibit 278D) and amended conditions.
Recommendation of CPC: Approval, subject to amended conceptual plan (Exhibit 278A), amended development plan (Exhibit 278G), amended landscaping plan (Exhibit 278D) and amended conditions.

Z-25-000063 An application for a new specific use permit for the sale of alcoholic beverages on property zoned Subarea 2 within Planned Development District No. 366, the Buckner Boulevard Special Purpose District, with D-1 Liquor Control Overlay District, on the southeast corner of South Buckner Boulevard and Bruton Road.

Recommendation of Staff: Approval, subject to a site plan and conditions.
Recommendation of CPC: Approval for a two-year period, subject to a site plan and conditions.

Z-25-000083 An application for MU-1 Mixed Use District on property zoned NO(A) Neighborhood Office District, on the northeast line of LBJ Fwy (I-635), between Abrams Road and Greenville Avenue.

Recommendation of Staff: Approval.
Recommendation of CPC: Approval, subject to deed restrictions volunteered by the applicant.

Z-25-000111 An application for an amendment to Planned Development District No. 1113, on the east line of North Walton Walker Boulevard, north of West Davis Street.

Recommendation of Staff: Approval, subject to amended conditions.
Recommendation of CPC: Approval, subject to amended conditions.

DEVELOPMENT CODE AMENDMENT

DCA234-002(LG) Consideration of amending Chapters 51 and 51A of the Dallas City Code regarding park land dedication, including Divisions 51-4.900, "Park Land Dedication," Section 51A-1.105, "Fees", and Division 51A-4.1000, "Park Land Dedication," and related sections to update development standards and bring park land dedication requirements into conformity with the requirements of Texas House Bill 1526, 88th Legislature.

Recommendation of Staff: Approval.
Recommendation of ZOAC: Approval, subject to conditions.
Recommendation of CPC: Approval, subject to conditions.

For further information, call Planning and Development at (214) 670-4209.

The public may attend the meeting virtually; however, City Hall is available for those wishing to attend the meeting in person.

Location for in-person attendance:
CITY COUNCIL CHAMBERS, 6TH FLOOR OF THE DALLAS CITY HALL
(facing Young Street between Akard Street and Ervay Street)

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NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT, for purposes of Section 147 of the Internal Revenue Code of 1986, as amended, the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***") will hold a public hearing on November 4, 2025, at 10:00 a.m., accessible to the public by telephone, with respect to a plan of financing that will consist of the issuance, in one or more series and in one or more years, of the Issuer's limited obligation revenue bonds (the "***Bonds***") in the approximate maximum aggregate principal amount of $2,500,000,000. The Bonds are proposed to be issued as qualified 501(c)(3) bonds to (i) finance or refinance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities, including but not limited to, acute care hospitals, clinics, medical office buildings, parking garages and medical education buildings (the "***Projects***") and (ii) pay costs in connection with the issuance of the Bonds. The Projects to be financed and refinanced with the Bonds, and the location in Texas (including adjacent and proximate buildings), and the maximum stated principal amount of Bonds to be issued to finance and refinance each Project, are as follows:

Projects	Maximum Amount
Baylor Scott & White All Saints Medical Center – Fort Worth, 1400 8th Avenue, Fort Worth, Tarrant County, 76104	$30,000,000
Baylor University Medical Center, 3500 Gaston Ave, Dallas, Dallas County, 75246, and facilities located within the main Dallas campus boundaries as follows: Live Oak Street to the north, Haskell Avenue to the east, Elm Street to the south and Hall Street to the west	$1,600,000,000
Baylor Scott & White Medical Center – Centennial, 12505 Lebanon Road, Frisco, Collin County, 75035	$10,000,000
Baylor Scott & White Medical Center – McKinney, 5252 W. University Drive, McKinney, Collin County, 75071	$130,000,000
Baylor Scott & White McLane Children's Medical Center, 1901 SW H K Dodgen Loop, Temple, Bell County, 76502	$45,000,000
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Baylor Scott & White Medical Center – Plano, 4700 Alliance Boulevard, Plano, Collin County, 75093	$25,000,000
Baylor Scott & White Medical Center – Pflugerville, 2600 East Pflugerville Parkway, including Buildings 1 and 2, Pflugerville, Travis County, 78660	$55,000,000
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TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

THE STATE OF TEXAS
COUNTY OF TARRANT

Before me, a Notary Public in and for said County and State, this day personally appeared the undersigned, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates. The Fort Worth Star-Telegram is generally circulated in Tarrant County.

1.0 insertion(s) published on:
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Print Tearsheet Link

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Amy Robbins

DIGITALLY SIGNED

Amy Robbins

Julie A Ambry

DIGITALLY SIGNED

Sworn to and subscribed before me on Oct 24, 2025, 12:54 PM EDT

OFFICIAL SEAL
JULIE A AMBRY
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION NO. 1010931
MY COMMISSION EXPIRES MAY 28, 2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

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Baylor Scott & White Medical Center – Centennial, 12505 Lebanon Road, Frisco, Collin County, 75035	$10,000,000
Baylor Scott & White Medical Center – McKinney, 5252 W. University Drive, McKinney, Collin County, 75071	$130,000,000
Baylor Scott & White McLane Children's Medical Center, 1901 SW H K Dodgen Loop, Temple, Bell County, 76502	$45,000,000
Baylor Scott & White Medical Center – Temple, 2401 South 31st Street, and 702 SW H K Dodgen Loop, Temple, Bell County, 76508, and facilities located within the main Temple campus boundaries as follows: West Avenue R to the north, Scott and White Boulevard to the east, Southwest H K Dodgen Loop to the south and South 31st Street to the west	$200,000,000
Baylor Scott & White Medical Center – Waxahachie, 2400 North Interstate Highway 35E and 2460 North Interstate Highway 35E, Waxahachie, Ellis County, 75165	$340,000,000
Baylor Scott & White Medical Center – Grapevine, 1650 West College Street, Grapevine, Tarrant County, 76051	$75,000,000
Baylor Scott & White Medical Center – College Station, 700 Scott and White Drive and 800 Scott & White Drive, College Station, Brazos County, 77845	$60,000,000
Baylor Scott & White Medical Center – Frisco at PGA Parkway, 7600 Better Way, Frisco, Collin County, 75033	$285,000,000
Baylor Scott & White Medical Center – Plano, 4700 Alliance Boulevard, Plano, Collin County, 75093	$25,000,000
Baylor Scott & White Medical Center – Pflugerville, 2600 East Pflugerville Parkway, including Buildings 1 and 2, Pflugerville, Travis County, 78660	$55,000,000
Baylor Scott & White Medical Center – Round Rock, 300 University Boulevard, Round Rock, Williamson County, 78665	$200,000,000

The Projects to be financed and refinanced with the Bonds are or will be owned or principally used by Baylor Scott & White Health, a Texas nonprofit corporation, or one or more of its tax- exempt affiliates.

The Bonds will be limited non-recourse obligations of the Issuer payable solely from the repayment of a loan of proceeds of the Bonds to Baylor Scott & White Health and will not constitute a debt or obligation of Tarrant County or any other public body or be in any way payable from taxes or other public funds.

All interested persons are invited to attend the public hearing by telephone and will be given an opportunity to address the question of whether the Commissioners Court and/or County Judges of Bell, Collin, Dallas, Ellis, Brazos, Travis, Williamson, and/or Tarrant Counties should approve the Projects and the plan of financing for the issuance of the Bonds. Following the public hearing, a report concerning the hearing will be submitted to the approving governmental bodies or officials, with a request to approve the Projects and plan of financing for the issuance of the Bonds. Individuals may attend the public hearing by telephone toll-free by dialing 877-853-5257. The conference code is 6308532545.

Questions, requests for additional information, or written comments may be directed in writing to the Issuer in care of Randal Dean at Brown Pruitt Wambsganss Dean Forman & Moore P.C., 201 Main Street, Suite 700, Fort Worth, Texas 76102.

This notice is published and the above-described hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds. This hearing will serve as a "combined hearing," within the meaning of Treasury Regulation Section 1.147(f)-1(d)(2), for Bell, Collin, Dallas, Ellis, Brazos, Travis, Williamson, and Tarrant Counties.

TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

AUSTIN AMERICAN STATESMAN

AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba Austin American Statesman, a newspaper published in Travis County, Texas, and generally circulated in the Counties of Bastrop, Bell, Blanco, Burnet, Caldwell, Comal, Coryell, Fayette, Gillespie, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Travis and Williamson,and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit.

NORTON ROSE FULBRIGHT US LLP SIZE BEING : 3.18" x 14.10"

10/24/2025 Austin American-Statesman

Monica Mendoza — NEWSPAPER REPRESENTATIVE (signature)

Monica Mendoza — NEWSPAPER REPRESENTATIVE (printed)

Sworn and subscribed to before me, the 24 Day of October A.D. 2025

TAMIKA PERRY
Notary Public, State of Texas
Comm. Expires 05-05-2027
Notary ID 134344618

Notary Public in and for the State of Texas

NOTICE OF PUBLIC HEARING

TAKE NOTICE THAT, for purposes of Section 147 of the Internal Revenue Code of 1986, as amended, the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") will hold a public hearing on November 4, 2025, at 10:00 a.m., accessible to the public by telephone, with respect to a plan of financing that will consist of the issuance, in one or more series and in one or more years, of the Issuer's limited obligation revenue bonds (the "Bonds") in the approximate maximum aggregate principal amount of $2,500,000,000. The Bonds are proposed to be issued as qualified 501(c)(3) bonds to (i) finance or refinance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities, including but not limited to, acute care hospitals, clinics, medical office buildings, parking garages and medical education buildings (the "Projects") and (ii) pay costs in connection with the issuance of the Bonds. The Projects to be financed and refinanced with the Bonds, and the location in Texas (including adjacent and proximate buildings), and the maximum stated principal amount of Bonds to be issued to finance and refinance each Project, are as follows:

Projects

Baylor Scott & White All Saints Medical Center –Fort Worth, 1400 8th Avenue, Fort Worth, Tarrant County, 76104
$30,000,000-**Maximum Amount**

Baylor University Medical Center, 3500 Gaston Ave, Dallas, Dallas County, 75246, and facilities located within the main Dallas campus boundaries as follows: Live Oak Street to the north, Haskell Avenue to the east, Elm Street to the south and Hall Street to the west
$1,600,000,000-**Maximum Amount**

Baylor Scott & White Medical Center – Centennial, 12505 Lebanon Road, Frisco, Collin County, 75035
$10,000,000-**Maximum Amount**

Baylor Scott & White Medical Center – McKinney, 5252 W. University Drive, McKinney, Collin County, 75071
$130,000,000-**Maximum Amount**

Baylor Scott & White McLane Children's Medical Center, 1901 SW H K Dodgen Loop, Temple, Bell County, 76502
$45,000,000-**Maximum Amount**

Baylor Scott & White Medical Center – Temple, 2401 South 31st Street, and 702 SW H K Dodgen Loop, Temple, Bell County, 76508, and facilities located within the main Temple campus boundaries as follows: West Avenue R to the north, Scott and White Boulevard to the east, Southwest H K Dodgen Loop to the south and South 31st Street to the west
$200,000,000-**Maximum Amount**

Baylor Scott & White Medical Center – Waxahachie, 2400 North Interstate Highway 35E and 2460 North Interstate Highway 35E, Waxahachie, Ellis County, 75165
$340,000,000-**Maximum Amount**

Baylor Scott & White Medical Center – Grapevine, 1650 West College Street, Grapevine, Tarrant County, 76051
$75,000,000-**Maximum Amount**

Baylor Scott & White Medical Center – College Station, 700 Scott and White Drive and 800 Scott & White Drive, College Station, Brazos County, 77845
$60,000,000-**Maximum Amount**

Baylor Scott & White Medical Center – Frisco at PGA Parkway, 7600 Better Way, Frisco, Collin County, 75033
$285,000,000-**Maximum Amount**

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$25,000,000-**Maximum Amount**

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TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

October 24 2025
IPLAAS0108082

The Eagle

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

The Eagle
1729 Briarcrest Dr
(979) 776-4444

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of The Eagle, a newspaper published in Bryan, Brazos County, Texas, and generally circulated in Brazos, Burleson, Grimes, Lee, Leon, Madison, Milam and Robertson Counties, and that the notice, a copy of which is hereto attached, was published in said newspaper on the following named dates:

October. 28 2025

The First Insertion being given Oct. 28, 2025

PUBLICATION FEE: $683.04

Ankit Sachdeva

Agent

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

VERIFICATION

State of Florida
County of Orange

Signed or attested before me on this: 10/29/2025

Notary Public
Notarized remotely online using communication technology via Proof.

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TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

299717683.13

October 28, 2025
COL10743

EXHIBIT B

Minutes of a Public Hearing
Conducted by the Tarrant County Cultural Education
Facilities Finance Corporation on November 4, 2025

A public hearing by the Tarrant County Cultural Education Facilities Finance Corporation was held telephonically on November 4, 2025, at 10:00 a.m., Central Daylight Time, pursuant to notice given. The hearing was called to order at 10:00 a.m. by the undersigned, as Hearing Officer.

The Hearing Officer then stated:

"Now is the time and place set for the public hearing to be conducted pursuant to Section 147 of the Internal Revenue Code of 1986, as amended, with respect to the issuance by the Tarrant County Cultural Education Facilities Finance Corporation (the "***Issuer***"), of hospital revenue bonds pursuant to a plan of financing, in one or more series and in one or more years (collectively, the "***Bonds***"), in an aggregate principal amount not to exceed $2,500,000,000, to assist Baylor Scott & White Health ("***BSWH***") in financing and refinancing costs of hospital and other health care and related support facilities and equipment. The proceeds of the Bonds will be used to (i) finance or refinance the construction, expansion, renovation, and replacement of, additions to, and the acquisition of sites, buildings, and capital equipment for healthcare facilities, including but not limited to, acute care hospitals, clinics, medical office buildings, parking garages and medical education buildings (collectively, the "***Projects***") and (ii) pay costs in connection with the issuance of the Bonds."

"The Projects to be financed and refinanced with the Bonds, and the location in Texas (including adjacent and proximate buildings), and the maximum stated principal amount of Bonds to be issued to finance each Project, are listed in the notice of public hearing published in *The Dallas Morning News* on October 27, 2025, the *Fort Worth Star-Telegram* on October 24, 2025, the *Austin American-Statesman* on October 24, 2025, and *The Eagle* on October 28, 2025.

"Members of the public are invited to comment with respect to the proposed financing plan and the nature of the projects to be financed or refinanced. Is there anyone present who wishes to comment?"

"The minutes of this hearing will reflect that no one has appeared at this hearing to comment and no written comments were submitted to the Tarrant County Cultural Education Facilities Finance Corporation in care of Randal L. Dean as of November 4, 2025."

"The public hearing is now concluded."

Randal L. Dean, Hearing Officer
Tarrant County Cultural Education Facilities
Finance Corporation

Commissioners Court - Regular Session **69.**

Meeting Date: 11/18/2025

Approval of FINAL contract renewal for Investment Advisory between Hilltop Securities Asset Management, LLC and Williamson County for County Treasurer

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take action to approve the FINAL renewal of the Investment Advisory Agreement between Hilltop Securities Asset Management, LLC, and Williamson County for the County Treasurer and approve execution of the agreement.

Background

Approve the FINAL renewal of the Investment Advisory Agreement between Hilltop Securities Asset Management, LLC, and Williamson County for the County Treasurer covering the original term of September 7, 2021, through September 6, 2025, with an optional two-year (2) renewal from September 7, 2025, through September 6, 2027, under the same pricing, terms, and conditions as the original agreement; approved on September 14, 2021, under Agenda Item #25, the County Treasury has agreed to proceed, and it has been approved by Contract Audit; as Hilltop Securities Asset Management, LLC is publicly traded, the funding source is 01.0100.0409.004100, and the point of contact is Scott Heselmeyer. Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 1

Original Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:13 PM
Form Started By: Cheryl Johnson		Started On: 10/30/2025 09:16 AM
Final Approval Date: 11/10/2025		

WILCO
PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	2026-093	**Department:**	County Treasurer
Vendor Name:	Hilltop Securities Asset Management, LLC		
Purpose/Intended Use of Product or Service (summary):			
Investment Advisory Services-Final renewal			
Type of Contract:	Professional Services	**Start Date:**	September 7, 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	September 6, 2027
Department Contact:	Scott Heselmeyer		

- **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 September 7, 2025 – September 6, 2027
Initial Contract Period -September 7, 2021 - September 6, 2025

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Hilltop Securities Asset Management, LLC

Name Scott McIntyre

Title Managing Director

Signature _____

Date 11/3/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

AGREEMENT
FOR
INVESTMENT ADVISORY SERVICES
BY AND BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
HILLTOP SECURITIES ASSET MANAGEMENT, LLC

This Investment Advisory Agreement (the "**Agreement**") is made by and between Williamson County, Texas (the "**Investor**") and Hilltop Securities Asset Management, LLC ("**HSAM**"). This agreement shall be effective as of the date of its acceptance by the Investor as indicated on the signature page hereof.

I. Terms and Conditions

This Agreement sets forth the terms and conditions governing the relationship of the Investor to HSAM with respect to securities and money which the Investor holds, from time to time, and which are available for investment or reinvestment (the '**Portfolio**"). This Agreement shall apply to any and all investable funds and securities in the Investor's Portfolio during the period in which this Agreement shall be in effect.

II. Investment Advisory Services

A. **Services.** With respect to the Portfolio, HSAM will endeavor to provide investment advisory services and cause to be executed such trades as determined in accordance with Section II. B below. HSAM agrees to provide professional services and its facilities and to direct and coordinate all programs of investing as may be considered and authorized by the Investor and to assume and pay those expenses incurred by HSAM in connection with the execution of investment decisions. Specifically, HSAM agrees to perform the following duties:

1. Review Investor's investment policy for compliance with state statutes, and provide formal review letter with any recommended changes;

2. Review the Investor's cash flow projections;

3. Recommend appropriate strategies based upon cash flow requirements;

4. Advise the Investor on current market conditions and other general information;

5. Analyze risk/return relationships between various investment alternatives;

6. Attend meetings of the governing body of the Investor, its staff, representatives, or committees as requested by the Investor, when the subject of investments is to be discussed;

7. Assist in the selection of investment securities and, as directed by the Investor, cause the transactions to be executed;

8. Advise on the investment of the Portfolio in a manner consistent with the Investment Policy, the proceedings of the Investor authorizing the investment of the bond funds and applicable state and federal rules and regulations;

9. Promptly send (or cause to be sent) trade confirmations to the Investor; and

10. Assist the Investor in creating monthly, quarterly and annual investment reports as required by written investment policy, stated procedures and / or state law as well as additional reports as requested by the Investor.

B. **Scope of Investment Decisions.** In performing the services listed in Section II. A above, HSAM shall not have discretionary authority and, accordingly, shall obtain approval from the Investor for the purchase or sale of securities prior to execution. The Investor hereby represents and acknowledges that its written investment policy and investment strategy includes its investment objectives and all portfolio limitations and restrictions, including, without limitation, acceptable levels of investment risk. The Investor also agrees to notify HSAM in writing ten business days in advance of the implementation of any changes in the Investor's investment objectives, investment limitations, and/or financial condition.

C. **Standard of Care.** In the administration of its duties, HSAM shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, not for speculation, but for investment, considering, with regard to the entire Portfolio rather than any particular investment or security, the probable safety of capital and the probable income to be derived.

D. **Settlement of Securities.** The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the Investor's safekeeping agent. By so doing, Investor's funds will be released when and if the Investor has received, through the safekeeping agent, the designated securities purchased.

E. **Hold Harmless.** To the extent authorized under Texas law, the Investor hereby agrees to indemnify and hold harmless HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents and trustees, from (i) charges incurred by HSAM on the Investor's behalf and (ii) for any and all market losses arising with respect to the Portfolio.

F. **Return on the Portfolio.** The Investor expressly affirms and acknowledges that HSAM has not promised or guaranteed any stated or specified return on, or performance of, the Investor's investment portfolio.

III. Representations

A. HSAM represents that it is registered as an investment advisor under the Investment Advisers Act of 1940 (the "**Advisers Act**") and is authorized and empowered to enter into this Agreement.

B. The Investor represents and confirms that (1) the Investor has full power and authority to enter into this agreement; (2) the terms hereof do not violate any obligation by which the Investor is bound, whether arising by contract, operation of law, or otherwise; and (3) this Agreement has been duly authorized and will be binding on Investor according to its terms.

C. The Investor agrees to:

1. Provide HSAM with the schedule of estimated cash flow requirements related to the Portfolio, and promptly notify HSAM as to any changes in such estimated cash flow schedule;

2. Provide HSAM, not less than monthly, with all relevant custodian, safekeeping and bank statements relating to all of the Portfolio; and

3. Allow HSAM to rely upon all information regarding schedules or other information pertaining to the Portfolio as provided to it by the Investor as being true and accurate. HSAM shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information and HSAM will not undertake to authenticate any such information.

D. The Investor recognizes that there may be loss or depreciation of the current liquidation, immediate and ongoing value of any investment due to the fluctuation of market values. The Investor represents that no party to this Agreement has made any guarantee, either oral or written, that the Investor's investment objectives will be achieved. HSAM shall not be liable for any error in judgment and/or for

any investment losses in the Portfolio in the absence of willful malfeasance, gross negligence, or violation of applicable law. Nothing in this Agreement shall constitute a waiver or limitation of any rights that the Investor may have under applicable state or federal law including without limitation, the state and federal securities laws.

E. Investor represents and acknowledges that Investor has reviewed and understands the risk factors and fees associated with the Portfolio.

IV. Fees and Costs of HSAM

As consideration for the services provided by HSAM under this Agreement, HSAM will be entitled to a fee (the "**Advisor Fee**") determined in accordance with the schedule set forth in the fee schedule ("**Schedule A**"), a copy of which is attached hereto, is incorporated herein for all purposes and is being delivered to the Investor simultaneously with the execution, and as an integral part, of this Agreement. The obligation of HSAM to pay or incur expenses shall not include any costs incident to litigation, mandamus action, regulatory investigation, test case or other similar legal actions.

V. Reporting and Account Statements

HSAM will deliver or cause to be delivered to the Investor confirmation of transactions and/or periodic statements for the Portfolio as set forth in this Agreement. HSAM will also provide the Investor with an annual valuation of the Investor's Portfolio and any additional statements that may be required by applicable law, including the reporting provisions of the Public Funds Investment Act, or other applicable state law, with respect to transactions effected under this Agreement.

VI. Other Services

The investment advisory services provided hereunder by HSAM to the Investor are exclusive of any other services that HSAM may provide to the Investor.

VII. Execution of Investment Transactions

A. **Affiliated Broker.** HSAM is affiliated through common ownership and control with Hilltop Securities ("**Hilltop**"), a registered broker/dealer with the Financial Industry Regulatory Authority. ("**FINRA**"), the U.S. Securities and Exchange Commission ("**SEC**"), and various state and territorial regulatory authorities. Investor hereby authorizes HSAM to effect transactions for the Portfolio by execution through Hilltop. Where transactions are effected through Hilltop, Hilltop may act on an agency or principal basis to the extent permitted by law. Pursuant to Rule 206(3) of the Advisers Act, HSAM will obtain the Investor's consent on each investment transaction to allow Hilltop to act as a principal in acquiring a security to facilitate a trade. Fees for advisory services will be billed separately in accordance with the terms of this Agreement.

B. **Bundling of Investment Transactions.** Transactions for each Investor account generally will be effected independently unless HSAM decides to purchase or sell the same securities for several Investors at approximately the same time. HSAM may (but is not obligated to) combine or "batch" such orders to obtain best execution. Under this procedure, transactions will be averaged as to price and will be allocated among HSAM investors included in the "batch" group in proportion to the purchase and sale orders placed for each Investor in batch transactions.

VIII. Selection of Brokers

The Investor agrees that when HSAM effects or places orders for the execution of transactions for the Portfolio (other than situations where the Investor specifically instructs otherwise in writing), HSAM may allocate such transactions to such brokers and dealers for execution on such markets, at such prices as in the judgment of HSAM will be in the best interests of the Investor, taking into consideration, in the selection of such brokers and dealers, the available prices and rates of brokerage commissions and other relevant factors, without having

to demonstrate that such factors are of a direct benefit to the Investor. Subject to the foregoing, HSAM will arrange for the execution of securities transactions for the Portfolio through brokers or dealers that HSAM reasonably believes will provide best execution.

IX. Non-Exclusive Relationship

The Investor hereby acknowledges that HSAM's services under this Agreement are nonexclusive, and that HSAM shall be free to render the same or similar services to other Investors. The Investor further acknowledges that HSAM's advice is specific to each individual Investor's investment objectives, limitations and financial condition. Therefore HSAM, in the performance of its investment advisory duties, may give advice to, and take action on behalf of, other Investors that may differ from the advice given, or the timing and nature of the action taken, with respect to the Investor's Portfolio. Nothing in this Agreement shall be deemed to impose upon HSAM any obligation to purchase or sell, or to recommend for purchase or sale for the Investor's Portfolio, any security that HSAM or its affiliates may purchase or sell, for their own account or for the accounts of any other Investor if, at the sole discretion of HSAM, it is for any reason undesirable or impractical to take such action or make such recommendation for the Investor's Portfolio. The Investor also acknowledges that HSAM has varying fee structures and arrangements with other investors and may charge their investors different fees, which may be higher or lower than the fees charged with respect to the Investor's Portfolio for similar services.

X. Instructions from the Investor

HSAM may rely on all instructions (whether oral or written) given by the Investor or its agents that HSAM believes to be genuine. HSAM's records of such a transaction will be conclusive as to the content of any instruction. Instructions may be given to HSAM by any officer or agent authorized by (1) the investment policy; (2) a duly executed "Authorization to Trade Public Funds" form provided by HSAM; or (3) a resolution of the governing body of Investor. HSAM may rely on such authorization until written notice to the contrary is delivered to HSAM by the Investor; and if the Investor does not deliver appropriate authorizing documentation, HSAM may accept instructions from any person reasonably believed by HSAM to be an officer of the Investor. To the extent authorized under Texas law, the Investor agrees to hold harmless, and to indemnify and defend, HSAM, as well as any of its officers, directors, shareholders, affiliates, general partners, employees, agents, and trustees, against any and all losses sustained by HSAM resulting from or by reason of any and all claims, liabilities, losses, damages, charges, costs, fees, and expenses (including, without limitation, attorney fees and costs, including fees of attorneys who may be HSAM employees or employees of HSAM's affiliates) arising out of or in connection with any action taken in reliance upon any instruction or inquiry believed genuine.

XI. Transactions Subject to Industry Regulations and Standards

All transactions shall be subject to the regulations of all applicable government authorities and self-regulatory agencies including, but not limited to, the constitutions and rules of the clearing agent, exchange, or market where executed. The Investor understands that HSAM is registered as an investment advisor under the Advisers Act, and as such is obligated to comply with all applicable laws and regulations, including those of the SEC and other regulatory and self-regulatory agencies, and agrees that HSAM shall not be liable to the Investor as a result of any action taken by HSAM to comply with any ruling, interpretation, or directive of such organizations. Further, Investor understands and agrees that HSAM will not accept any instructions from Investor which would require a violation of any such rules or regulations.

XII. Assignment

Neither HSAM nor the Investor may assign any of its rights, authorizations, or obligations under this Agreement without the prior written consent of the other party.

XIII. Term and Investor's Right of Cancellation

This Agreement shall become effective as of the date hereof and continue for a four-year (4) period after which time this contract may be renewed forone additional two-year (2) period upon approval by both parties. Either party may terminate this Agreement upon delivering to the other party 30 calendar days' prior written notice. In the event of termination, it is understood and agreed that only the amounts due to HSAM for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In addition, the parties hereto agree that upon termination of this Agreement HSAM shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

XIV. Custodial Arrangements

Custody of Portfolio assets will be maintained with a custodian selected by Investor and identified to HSAM (the "Custodian"). HSAM will not have custody of any assets in the Portfolio. Investor will be solely responsible for paying all fees or charges of the Custodian. Investor authorizes HSAM to give Custodian instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalent or other investment for the Portfolio.

XV. Miscellaneous

A. **Notices to the Investor.** All written communication to the Investor shall be sent to the Investor's address set forth on the signature page hereof or as directed in writing to HSAM by the Investor. Any notice, statement, or other communication mailed to the Investor by HSAM in accordance with this section will be deemed to be given to the Investor personally on the date it is so mailed, whether or not it is actually received by the Investor.

B. **Notices to HSAM.** Any notice, statement, or other communication from the Investor to HSAM under this Agreement must be in written form and will be deemed to be given to HSAM upon actual receipt thereof by HSAM, whether such notice was mailed, personally delivered, or telecopied to:

Hilltop Securities Asset Management, LLC
2700 Via Fortuna, Suite 410
Austin, TX 78746
Attention: Scott McIntyre
Fax Number: (512) 481-2020

C. **Confidential Relationship.** All of the information and advice furnished by either party to the other under this Agreement, including their respective agents and employees, will be treated as strictly confidential by each party and will not be disclosed to third parties under any circumstances except as required by law.

D. **Limitations of Liability.** Federal and state securities laws impose liabilities under certain circumstances on persons who do not act in good faith and, therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that the Investor may have under federal and state securities laws.

E. **Indemnity.** To the extent authorized under Texas law, the Investor will indemnify HSAM for any loss, liability, or expense (including attorney's fees) which HSAM may incur as a result of, or arising from, any claims asserted by any third party with respect to the Portfolio or the services rendered by HSAM under this Agreement, except in cases of gross negligence or willful misconduct by HSAM in managing the Investor's Portfolio.

F. **Inconsistent Provisions; Agreements.** Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

G. **Invalid Provisions.** If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any Court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions

and conditions shall not be affected, and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

H. **Waiver of Terms.** HSAM's failure to insist at any time upon strict compliance with any terms of this Agreement shall not constitute a waiver of any of HSAM's rights as described herein.

I. **Venue and Governing Law.** Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

J. **Mediation.** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Agreement.

K. **Extraordinary Events.** Neither HSAM nor any of its officers, directors, shareholders, affiliates, general partners, employees, agents, or trustees shall be liable for losses caused directly or indirectly by government restrictions, exchange or market actions, suspensions of trading, wars, strikes, delays in the transmission of orders due to breakdown or failure of transmission or communication facilities, or any other causes beyond HSAM's reasonable control or anticipation.

L. **Written Disclosure Statement.** Simultaneously with the execution of this Agreement, HSAM has delivered to the Investor Part II of its Form ADV as filed with the SEC, or a similar disclosure document, as its brochure pursuant to Rule 204.3 of the Advisers Act. The Investor's execution of this Agreement shall be deemed acknowledgment of receipt thereof.

M. **Verification of Information.** The Investor represents and warrants to HSAM that all information furnished to HSAM in connection with the opening of the Portfolio (and all documents supplied by the Investor in this regard, including financial statements) are true, complete, and correct. HSAM is entitled to rely on this information until HSAM receives written notice of any change, which the Investor agrees to furnish promptly should any material changes occur.

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

O. **Texas Prompt Payment Act Compliance.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Investor 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 Investor 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 Investor'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.

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. THE NEXT PAGE IS A SIGNATURE PAGE.]

By signing this Agreement, the undersigned Investor acknowledges receipt of a copy of this Agreement, including Schedule A.

WILLIAMSON COUNTY, TEXAS

Bill Gravell (Sep 15, 2021 07:35 CDT)

Signature of Investor — Date: Sep 15, 2021

Bill Gravell

Print Name

County Judge

Capacity of Signatory

WILLIAMSON COUNTY, TEXAS

Address

HILLTOP SECURITIES ASSET MANAGEMENT, LLC

Signature of Officer — Date: 8/26/21

Scott McIntyre

Print Name

Managing Director

Capacity of Signatory

SCHEDULE A

FEE SCHEDULE AND EXPENSE ITEMS

As compensation for HSAM's professional services, the Investor agrees to an asset-based annual fee of two (2) basis points (approx.1/50th of 1%) on the first $250 million, and one (1) basis point on any balances above $250 million, billed in quarterly increments, calculated on the average asset balance during the period,.

"Assets" as used in calculating fees, shall mean the book value of all funds held by Investor in "Authorized Investments" as set forth in the Williamson County Investment Policy (Defined in Section VIII.1 of the Williamson County Investment Policy dated January 2021, as that policy may be amended during the term of this agreement), provided, however, that "assets" shall not include: (1) any amounts held in depository accounts at Investor's depository bank (currently Wells Fargo), (2) repurchase agreements, and (3) any CARES or ARPA funds held by Investor, regardless of where those funds are held.

Fees will be charged quarterly and shall be calculated using the formula set forth above, based on the average of month-ending asset balances during the quarter, and divided by four. The following chart reflects how such fee would have been calculated using actual balances for the Investor's second fiscal quarter of 2021.

WILLIAMSON COUNTYINVESTMENT ADVISORY CHARGES CALCULATION - FY 2020-21; QUARTER 2

	Jan-21	Feb-21	Mar-21
Ending Book Value	$ 962,434,873.30	$ 896,603,666.67	$ 864,110,403.02
LESS BOOK VALUE OF WELLS FARGO BALANCES			
Gen Fund Liquid Cash	$ 5,488,310.00	$ 5,026,598.00	$ 5,339,501.00
Gen Fund Liquid Sweep	$ 32,232,820.60	$ 14,718,768.66	$ 5,057,424.71
LESS BOOK VALUE OF CARES AND ARPA BALANCES			
CARES	$ 34,375,393.64	$ 32,901,736.28	$ 30,881,862.93
ARPA	$ -	$ -	$ -
Net Book Value	$ 890,338,349.06	$ 843,956,563.73	$ 822,831,614.38

Average Net Book Value for Quarter	$ 852,375,509.06	
Amounts Up to	$ 250,000,000.00	
Quarterly Rate = 0.02%/4		
Charge =	$ 12,500.00	
Amount over $250,000,000 =	$ 602,375,509.06	
Quarterly Rate = 0.01%/4		
Charge =	$ 15,059.39	
TOTAL CHARGE =	**$ 27,559.39**	

The above fee includes all costs associated with investment management. Safekeeping and banking fees will remain the responsibility of the Investor.

There are no initial setup fees, withdrawal or termination fees.

In the event that the Investor instructs Hilltop Securities or HSAM to invest bond proceeds into a flexible repurchase agreement, the winner bidder, not the Investor, will pay Hilltop Securities a fully disclosed bidding agent fee. *Repo balances will then be excluded from the quarterly fee calculations.*

Agenda 9.14.21, item #25,Wilco 2021 IA contract.signed by Hilltop (Dianne)

Final Audit Report 2021-09-15

Created:	2021-09-14
By:	Dianne West (dianne.west@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOekW43B-ueZx0clTlUjc5DuRnP1fN7NQ

"Agenda 9.14.21, item #25,Wilco 2021 IA contract.signed by Hillt op (Dianne)" History

Document created by Dianne West (dianne.west@wilco.org)
2021-09-14 - 3:37:47 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2021-09-14 - 3:40:40 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2021-09-14 - 4:32:52 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2021-09-14 - 4:33:02 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2021-09-14 - 4:33:02 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2021-09-15 - 12:35:43 PM GMT- IP address: 104.47.64.254

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2021-09-15 - 12:35:51 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2021-09-15 - 12:35:51 PM GMT

POWERED BY
Adobe Sign

Commissioners Court - Regular Session **70.**

Meeting Date: 11/18/2025

Ratification of approval of Thomson Reuters CLEAR Proflex Contract Order Form #2026-076 for District Attorney

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the approval of the new contract #2026-076 between Thomson Reuters and Williamson County at the annual amount of $9,255.00 for year one (1), $9,717.72 for year two (2), and $10,203.60 for year three (3), for a new 36-month term and authorizing the execution of the contract, as per DIR contract #DIR-CPO-5258, terminating the current contract approved on 10.5.2021, under Agenda Item 11 which included multiple departments, in order to remove Constable Pct #4's portion from the existing agreement.

Background

The original agreement was approved on 10.05.2021 as a combined contract for the County Judge's Office (General Counsel), DA, JP1 and Constable 4. Constable 4 has requested to be removed from the overall agreement. Instead of continuing with a consolidated agreement for the remaining three departments, each department will now have a stand-alone contract to provide each individual department with more flexibility for user and product management. The new contract provides the District Attorney's Office with access to the Thomson Reuters CLEAR Proflex research products. Contact Audit and General Counsel have reviewed the agreement and addendum. Due to this being time-critical, the addendum had to be signed by the County Judge in advance of the Commissioners Court meeting. Funding Source: 01.0100.0440.004210. Point of Contact: Doreen Meyers. Thomson Reuters is publicly traded, therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thomson Reuters District Attorney REDACTED

Monthly and Annual cost per per department contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:40 PM
Form Started By: Theresa Gross		Started On: 10/21/2025 10:50 AM
Final Approval Date: 11/10/2025		

Docusign Envelope ID: 1EB1267E-936F-46D8-B82B-90D4783E5FB4

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE ORDER FORM WITH WESTLAW PUBLISHING CORP. DBA THOMSON REUTERS ENTERPRISE CENTRE GMBH Order ID [redacted] for CLEAR Profax (Williamson County District Attorney)

The underlying County Addendum (the "Addendum") to the Order Form ("Agreement"), between Westlaw Publishing Corp. DBA Thompson Reuters Enterprise Centre GMBH ("Thompson Reuters") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum 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, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

   - This Addendum
   - Thompson Reuters's Order Form Order ID: [redacted] and
   - Cooperative Contract TX MSA DIR-CPO-5258 (TXM1), incorporated by reference.

2. **Effective Date and Term:** The Agreement shall be in full force and effect when signed by all parties and shall continue through October 31, 2028. Unless terminated sooner pursuant to the terms of this Addendum, if applicable, at the end of the Agreement term, Williamson County Commissioners Court reserves the right to renew the Agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

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

Docusign Envelope ID: [redacted]

Thompson Reuters for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.

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

5. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, 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.

6. **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 under the laws of the State of Texas and of the United States.

7. **The County's Right to Audit.** Thompson Reuters agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Thompson Reuters which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Thompson Reuters agrees that The County shall have access during normal working hours to all necessary Thompson Reuters 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 Thompson Reuters reasonable advance notice of intended audits.

8. **Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County 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 County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Thompson Reuters at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.

Docusign Envelope ID: [redacted]

9. **Payment, Interest and Late Payments.** The 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 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.

   In the event that an error appears in an invoice submitted by Thompson Reuters, The County shall notify Thompson Reuters of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of Thompson Reuters, Thompson Reuters shall be entitled to receive interest on the unpaid balance of the invoice submitted by Thompson Reuters beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Thompson Reuters 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.

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

11. **Sales and Use Tax Exemption.** The County 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 The County. Exemption certificates will be provided to contractors and suppliers upon request.

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The 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 The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The 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 The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Docusign Envelope ID: [redacted]

13. **Media Releases:** Thompson Reuters 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.

14. **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.

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

16. **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.

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

WESTLAW PUBLISHING CORP. DBA THOMSON REUTERS ENTERPRISE CENTRE GMBH

By: DocuSigned by: Charles B. Mikesell 4986D96E9ED3448...

Printed Name: Charles Mikesell

Title: Senior SCM Consultant

Date: 10/28/2025 ____, 20____

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: Oct 28, 2025 ____, 20___

Docusign Envelope ID: 1EB1267E-936F-46D8-B82B-90D4783E5FB4

Thomson Reuters™

Order Form

Order [redacted]

Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: [redacted] WILLIAMSON COUNTY DISTRICT ATTORNEY PROFLEX LOCATION 405 MARTIN LUTHER KING ST STE 1 GEORGETOWN TX 78626-4900 US "Customer"	Account #: [redacted] WILLIAMSON COUNTY DISTRICT ATTORNEY PROFLEX LOCATION 405 MARTIN LUTHER KING ST STE 1 GEORGETOWN TX 78626-4900 US	Account #: [redacted] WILLIAMSON COUNTY DISTRICT ATTORNEY PROFLEX LOCATION 405 MARTIN LUTHER KING ST STE 1 GEORGETOWN, TX 78626-4900 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

The Order Form is subject to and governed by the Texas Contract Number DIR-CPO-5258.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	$771.25	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF

PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-10439856

ACKNOWLEDGEMENT Q-10439856

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Steve Snell	County Judge
Signature of Authorized Representative for order	**Title**
Steve Snell	Oct 28, 2025
Printed Name	**Date**

This Order Form will expire and will not be accepted after 2/17/2026 CT.

Docusign Envelope ID: [redacted]

Thomson Reuters™	**Attachment** **Order** [redacted] Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Order ID: [redacted]

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: [redacted]
This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Order Confirmation Contact (#28)
[redacted]

ProFlex Multiple Location Details			
Account Number	**Account Name**	**Account Address**	**Action**
[redacted]	WILLIAMSON COUNTY DISTRICT ATTORNEY	405 MARTIN LUTHER KING ST STE 1 GEORGETOWN TX 78626-4900 US	New

ProFlex Product Details			
Quantity	**Unit**	**Service Material #**	**Description**
1	Each	41308780	CLEAR Proflex
3	Seats	41448992	CLEAR for Government Fraud

Account Contacts		
Contact Name	Email Address	Customer Type Description
[redacted]		

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Sub Material	Quantity	Active Subscription to be Lapsed
41448992	20	CLEAR for Government Fraud
41308780	1	CLEAR Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	$771.25	5.00	$809.81	5.00	$850.30	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

TR SIGNED - ADDENDUM+Thomson+Reuters_+CLEAR+for+DA_10.21.2025

Final Audit Report 2025-10-28

Created:	2025-10-28
By:	Theresa Gross (theresa.gross@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1ENDIlsTpZgq2DcM0UPK-ENtOPSY-JPR

"TR SIGNED - ADDENDUM+Thomson+Reuters_+CLEAR+for+DA_10.21.2025" History

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Agreement completed.
2025-10-28 - 7:47:21 PM GMT

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Monthly and annual cost per department contract

Three Separate Department Contracts			
Department	Number of Seats	Monthly Cost	Annual Cost
County Judge	2		
Year 1		$ 514.17	$ 6,170.04
Year 2		$ 539.88	$ 6,478.56
Year 3		$ 566.87	$ 6,802.44
District Attorney	3		
Year 1		$ 771.25	$ 9,255.00
Year 2		$ 809.81	$ 9,717.72
Year 3		$ 850.30	$ 10,203.60
JOP - Precinct 1	5		
Year 1		$ 1,285.42	$ 15,425.04
Year 2		$ 1,349.69	$ 16,196.28
Year 3		$ 1,417.17	$ 17,006.04
Total Seats	10		
COST - Year 1		$ 2,570.84	$ 30,850.08
COST - Year 2		$ 2,699.38	$ 32,392.56
COST - Year 3		$ 2,834.34	$ 34,012.08
Total Cost			$ 97,254.72

Commissioners Court - Regular Session **71.**

Meeting Date: 11/18/2025

Ratification of approval of Thomson Reuters CLEAR Proflex Contract Order Form #2026-077 for County Judge

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the approval of the new contract #2026-077 between Thomson Reuters and Williamson County at the annual amount of $6,170.04 for year one (1), $6,478.56 for year two (2), and $6,802.44 for year three (3), for a new 36-month term and authorizing the execution of the contract, as per DIR contract # DIR-CPO-5258, terminating the current contract approved on 10.5.2021, under Agenda Item 11 which included multiple departments, in order to remove Constable Pct #4's portion from the existing agreement.

Background

The original agreement was approved on 10.05.2021 as a combined contract for the County Judge's Office (General Counsel), DA, JP1 and Constable 4. Constable 4 has requested to be removed from the overall agreement. Instead of continuing with a consolidated agreement for the remaining three departments, each department will now have a stand-alone contract to provide each individual department with more flexibility for user and product management. The new contract provides the County Judge's Office (General Counsel) with access to the Thomson Reuters CLEAR Proflex research products. Contract Audit and General Counsel have reviewed the agreement and addendum. Due to this being time-critical, the addendum had to be signed by the County Judge in advance of the Commissioners Court meeting. Funding Source: 01.0100.0401.004210. Point of Contact: Andrea Schiele. Thomson Reuters is publicly traded, therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thomson Reuters County Judge (GC) REDACTED

Annual and Monthly Cost per department contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:40 PM
Form Started By: Theresa Gross		Started On: 10/21/2025 11:07 AM
Final Approval Date: 11/10/2025		

Docusign Envelope ID: AE74AA5E-574A-4299-A528-0B675C84366F

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE ORDER FORM WITH WESTLAW PUBLISHING CORP. DBA THOMSON REUTERS ENTERPRISE CENTRE GMBH Order ID: [redacted] for CLEAR Profax (Williamson County Judge)

The underlying County Addendum (the "Addendum") to the Order Form ("Agreement"), between Westlaw Publishing Corp. DBA Thompson Reuters Enterprise Centre GMBH ("Thompson Reuters") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum 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, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

   - This Addendum
   - Thompson Reuters's Order Form Order [redacted] and
   - Cooperative Contract TX MSA DIR-CPO-5258 (TXM1), incorporated by reference.

2. **Effective Date and Term:** The Agreement shall be in full force and effect when signed by all parties and shall continue through October 31, 2028. Unless terminated sooner pursuant to the terms of this Addendum, if applicable, at the end of the Agreement term, Williamson County Commissioners Court reserves the right to renew the Agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

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

Docusign Envelope ID: [redacted]

Thompson Reuters for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.

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

5. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, 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.

6. **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 under the laws of the State of Texas and of the United States.

7. **The County's Right to Audit.** Thompson Reuters agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Thompson Reuters which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Thompson Reuters agrees that The County shall have access during normal working hours to all necessary Thompson Reuters 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 Thompson Reuters reasonable advance notice of intended audits.

8. **Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County 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 County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Thompson Reuters at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.

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9. **Payment, Interest and Late Payments.** The 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 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.

   In the event that an error appears in an invoice submitted by Thompson Reuters, The County shall notify Thompson Reuters of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of Thompson Reuters, Thompson Reuters shall be entitled to receive interest on the unpaid balance of the invoice submitted by Thompson Reuters beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Thompson Reuters 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.

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

11. **Sales and Use Tax Exemption.** The County 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 The County. Exemption certificates will be provided to contractors and suppliers upon request.

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The 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 The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The 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 The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

Docusign Envelope ID: [redacted]

13. **Media Releases:** Thompson Reuters 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.

14. **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.

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

16. **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.

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

WESTLAW PUBLISHING CORP. DBA THOMSON REUTERS ENTERPRISE CENTRE GMBH

By: DocuSigned by: Charles B. Mikesell 4980D90E8FD3448...

Printed Name: Charles Mikesell

Title: Senior SCM Consultant

Date: 10/28/2025 ____, 20____

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: Oct 28, 2025 ____, 20___

Docusign Envelope ID: [redacted]

Order Form

Order ID: [redacted]

Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: [redacted] WILLIAMSON COUNTY JUDGE 710 S MAIN ST STE 101 GEORGETOWN TX 78626-5701 US "Customer"	Account #: [redacted] WILLIAMSON COUNTY JUDGE 710 S MAIN ST STE 101 GEORGETOWN TX 78626-5701 US	Account #: [redacted] WILLIAMSON COUNTY JUDGE 710 S MAIN ST STE 101 GEORGETOWN, TX 78626-5701 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

The Order Form is subject to and governed by the Texas Contract Number DIR-CPO-5258.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	$514.17	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). **I**n the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that **I** understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). **I**n no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. **I**t is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF

PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: [redacted]

ACKNOWLEDGEMENT [redacted]

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Steve Snell	County Judge
Signature of Authorized Representative for order	**Title**
Steve Snell	Oct 28, 2025
Printed Name	**Date**

This Order Form will expire and will not be accepted after 2/17/2026 CT.

Thomson Reuters™

Attachment **Order ID:** [redacted]

Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Order ID: [redacted]

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: [redacted]
This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Order Confirmation Contact (#28)
[redacted]

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
[redacted]	WILLIAMSON COUNTY JUDGE	710 S MAIN ST STE 101 GEORGETOWN TX 78626-5701 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
2	Seats	41448992	CLEAR for Government Fraud

Account Contacts

Contact Name	Email Address	Customer Type Description
[redacted]		

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	$514.17	5.00	$539.88	5.00	$566.87	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

TR SIGNED - ADDENDUM+Thomson+Reuters_+CLEAR+for+CO+Judge_10.21.2025

Final Audit Report 2025-10-28

Created:	2025-10-28
By:	Theresa Gross (theresa.gross@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAficQ3HFPC5PACt9VEm8S8jBJOMs3sl3C

"TR SIGNED - ADDENDUM+Thomson+Reuters_+CLEAR+for+CO+Judge_10.21.2025" History

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Agreement completed.
2025-10-28 - 7:33:16 PM GMT

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Monthly and annual cost per department contract

Three Separate Department Contracts			
Department	Number of Seats	Monthly Cost	Annual Cost
County Judge	2		
Year 1		$ 514.17	$ 6,170.04
Year 2		$ 539.88	$ 6,478.56
Year 3		$ 566.87	$ 6,802.44
District Attorney	3		
Year 1		$ 771.25	$ 9,255.00
Year 2		$ 809.81	$ 9,717.72
Year 3		$ 850.30	$ 10,203.60
JOP - Precinct 1	5		
Year 1		$ 1,285.42	$ 15,425.04
Year 2		$ 1,349.69	$ 16,196.28
Year 3		$ 1,417.17	$ 17,006.04
Total Seats	10		
COST - Year 1		$ 2,570.84	$ 30,850.08
COST - Year 2		$ 2,699.38	$ 32,392.56
COST - Year 3		$ 2,834.34	$ 34,012.08
Total Cost			$ 97,254.72

Commissioners Court - Regular Session **72.**

Meeting Date: 11/18/2025

Ratification of approval of Thomson Reuters CLEAR Proflex Contract Order Form #2026-078 for Justice of the Peace

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the approval of the new contract #2026-078 between Thomson Reuters and Williamson County at the annual amount of $15,425.04 for year one (1); $16.196.28 for year two (2) and $17,006.04 for year three(3), for a new 36-month term, and authorizing the execution of the contract, as per DIR contract #DIR-CPO-5258, terminating the current contract approved on 10.5.2021, under Agenda Item 11 which included multiple departments, in order to remove Constable Pct #4's portion from the existing agreement.

Background

The original agreement was approved on 10.05.2021 as a combined contract for the County Judge's Office (General Counsel), DA, JP1 and Constable 4. Constable 4 has requested to be removed from the overall agreement. Instead of continuing with a consolidated agreement for the remaining three departments, each department will now have a long-standing contract to provide each individual department with more flexibility for user and product management. The new contract provides the JP #1 Office with access to the Thomson Reuters CLEAR Proflex research products. CA and GC have reviewed the agreement and addendum. Due to this being time-critical, the addendum had to be signed by the County Judge in advance of the Commissioners Court meeting. Funding Source: 01.0100.0451.00421. Point of Contact: Misty Parker. Thomson Reuters is publicly traded, therefore no Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thomson Reuters Contract and addendum JP1 REDACTED

Monthly and Annual cost per department contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:46 PM
Form Started By: Theresa Gross		Started On: 10/21/2025 11:18 AM
Final Approval Date: 11/10/2025		

Docusign Envelope ID: 393D5279-A35C-40E1-BCE4-E1DBB78D68C1

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE ORDER FORM WITH WESTLAW PUBLISHING CORP. DBA THOMSON REUTERS ENTERPRISE CENTRE GMBH

Order ID: [redacted] for CLEAR Profax

(JP1)

The underlying County Addendum (the "Addendum") to the Order Form ("Agreement"), between Westlaw Publishing Corp. DBA Thompson Reuters Enterprise Centre GMBH ("Thompson Reuters") and Williamson County, Texas ("Customer" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum 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, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

   - This Addendum
   - Thompson Reuters's Order Form Order ID [redacted] and
   - Cooperative Contract TX MSA DIR-CPO-5258 (TXM1), incorporated by reference.

2. **Effective Date and Term:** The Agreement shall be in full force and effect when signed by all parties and shall continue through October 31, 2028. Unless terminated sooner pursuant to the terms of this Addendum, if applicable, at the end of the Agreement term, Williamson County Commissioners Court reserves the right to renew the Agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

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

Thompson Reuters for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.

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

5. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, 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.

6. **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 under the laws of the State of Texas and of the United States.

7. **The County's Right to Audit.** Thompson Reuters agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Thompson Reuters which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Thompson Reuters agrees that The County shall have access during normal working hours to all necessary Thompson Reuters 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 Thompson Reuters reasonable advance notice of intended audits.

8. **Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County 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 County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Thompson Reuters at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.

9. **Payment, Interest and Late Payments.** The 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 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.

   In the event that an error appears in an invoice submitted by Thompson Reuters, The County shall notify Thompson Reuters of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of Thompson Reuters, Thompson Reuters shall be entitled to receive interest on the unpaid balance of the invoice submitted by Thompson Reuters beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Thompson Reuters 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.

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

11. **Sales and Use Tax Exemption.** The County 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 The County. Exemption certificates will be provided to contractors and suppliers upon request.

12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The 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 The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The 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 The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. **Media Releases:** Thompson Reuters 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.

14. **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.

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

16. **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.

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

WESTLAW PUBLISHING CORP. DBA THOMSON REUTERS ENTERPRISE CENTRE GMBH

By: DocuSigned by: Charles B. Mikesell

Printed Name: Charles Mikesell

Title: Senior SCM Consultant

Date: 10/28/2025 ____, 20____

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: Oct 28, 2025 ____, 20___

Thomson Reuters™

Order Form

Order ID: [redacted]

Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address	Shipping Address	Billing Address
Account #: [redacted] WILLIAMSON CTY JUSTICE OF THE PEACE PRECINCT 1 1801 E OLD SETTLERS BLVD STE 100 ROUND ROCK TX 78664-1908 US "Customer"	Account #: [redacted] WILLIAMSON CTY JUSTICE OF THE PEACE PRECINCT 1 1801 E OLD SETTLERS BLVD STE 100 ROUND ROCK TX 78664-1908 US	Account #: [redacted] WILLIAMSON CTY JUSTICE OF THE PEACE PRECINCT 1 1801 E OLD SETTLERS BLVD STE 100 ROUND ROCK, TX 78664-1908 US

This Order Form is a legal document between Customer and

A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: https://www.tr.com/trorderinginfo

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: http://tr.com/federal-general-terms-and-conditions apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (http://tr.com/us-general-terms-and-conditions) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

The Order Form is subject to and governed by the Texas Contract Number DIR-CPO-5258.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	$1,285.42	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: http://tr.com/federal-product-specific-terms

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at http://legalsolutions.com/schedule-a-clear.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF

PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: [redacted]

ACKNOWLEDGEMENT [redacted]

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Steve Snell	County Judge
Signature of Authorized Representative for order	**Title**
Steve Snell	Oct 28, 2025
Printed Name	**Date**

This Order Form will expire and will not be accepted after 2/17/2026 CT.

Docusign Envelope ID: [redacted]

Thomson Reuters™	**Attachment** **Order** [redacted] Contact your representative vindhya.ganhewa@thomsonreuters.com with any questions. Thank you.

Order ID: Q-10691854

Payment, Shipping and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: [redacted]
This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Order Confirmation Contact (#28)
Contact Name: [redacted]
Email: [redacted]

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
[redacted]	WILLIAMSON CTY JUSTICE OF THE PEACE	1801 E OLD SETTLERS BLVD STE 100 ROUND ROCK TX 78664-1908 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
5	Seats	41448992	CLEAR for Government Fraud

Account Contacts

Contact Name	Email Address	Customer Type Description
[redacted]		

IP Address Information

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1					

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	$1,285.42	5.00	$1349.69	5.00	$1417.17	N/A	$N/A	N/A	$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

TR SIGNED - ADDENDUM+Thomson+Reuters_+CLEAR+for+JP1_10.21.2025

Final Audit Report 2025-10-28

Created:	2025-10-28
By:	Theresa Gross (theresa.gross@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGB_qIhOz731Au5F52W7uKDN-5ZH4o4Qc

"TR SIGNED - ADDENDUM+Thomson+Reuters_+CLEAR+for+JP1_10.21.2025" History

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Agreement completed.
2025-10-28 - 7:46:42 PM GMT

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Monthly and annual cost per department contract

Three Separate Department Contracts			
Department	Number of Seats	Monthly Cost	Annual Cost
County Judge	2		
Year 1		$ 514.17	$ 6,170.04
Year 2		$ 539.88	$ 6,478.56
Year 3		$ 566.87	$ 6,802.44
District Attorney	3		
Year 1		$ 771.25	$ 9,255.00
Year 2		$ 809.81	$ 9,717.72
Year 3		$ 850.30	$ 10,203.60
JOP - Precinct 1	5		
Year 1		$ 1,285.42	$ 15,425.04
Year 2		$ 1,349.69	$ 16,196.28
Year 3		$ 1,417.17	$ 17,006.04
Total Seats	10		
COST - Year 1		$ 2,570.84	$ 30,850.08
COST - Year 2		$ 2,699.38	$ 32,392.56
COST - Year 3		$ 2,834.34	$ 34,012.08
Total Cost			$ 97,254.72

Commissioners Court - Regular Session **73.**

Meeting Date: 11/18/2025

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

The Thomson Reuters contract provides a search engine tool (CLEAR) used for investigative research in various departments. This contract is set to expire after three years and the renewal quote came in lower overall but higher individually for remaining departments, since some departments chose not to renew. Two departments are short of funding; the District Attorney's Office and legal counsel in the Commissioners Court budget. This transfer will cover the shortfall for FY26.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0409-004998	Non-Departmental/Contingencies	$6,751.64
TO	0100-0440-004210	District Atty/Internet	$2,781.60
TO	0100-0401-004210	CommCourt/Internet	$3,970.04

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/21/2025 10:53 AM
Form Started By: Ashlie Holladay		Started On: 10/21/2025 09:38 AM
Final Approval Date: 10/21/2025		

Commissioners Court - Regular Session **74.**

Meeting Date: 11/18/2025

Workshop on TWDB monitoring well, watershed water quality and stormwater drainage, and water issues

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

1:00 PM - Hold Workshop: To discuss and deliberate matters pertaining to the Texas Water Development Board's Groundwater Monitoring Program; watershed water quality and storm sewer drainage in Williamson County; and water issues and efforts in Williamson County.

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	11/10/2025 03:49 PM
Form Started By: Garry Brown		Started On: 11/10/2025 03:29 PM
Final Approval Date: 11/10/2025		

Commissioners Court - Regular Session **75.**

Meeting Date: 11/18/2025

TVC Grant Application

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for Veteran Services to pursue a grant with the Texas Veterans Commission, which will assist Veterans and their dependents in Williamson County who are in need of emergency financial assistance such as rental and mortgage assistance, utility assistance, food assistance, funeral assistance and transportation assistance.

Background

The Veteran Services Office is currently utilizing a grant through the Texas Veterans Commission for $300,000.000 to provide emergency financial assistance to eligible Williamson County veterans and their families. This grant provides immediate financial assistance to eligible veterans and dependents in need and has allowed our office to assist the veteran community when they find themselves at a time in need. Williamson County veterans are a top priority for our county, and we are requesting to submit a grant application for $300,000.00. Our office has seen an increase in the need for emergency financial assistance within Williamson County, and by pursuing an emergency financial assistance grant of $300,000 through the Texas Veterans Commission, we can continue to have a greater positive impact for the Wilco veteran community, ensuring that we continue to serve those who served us.

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	11/06/2025 03:35 PM
Form Started By: Kathy Pierce		Started On: 11/06/2025 12:16 PM
Final Approval Date: 11/06/2025		

Commissioners Court - Regular Session **76.**

Meeting Date: 11/18/2025

Veterans Treatment Court Grant

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action for County Court at Law 2 to pursue applying for a Fund for Veterans' Assistance (FVA) grant administered by the Texas Veterans Commission (TVC) to support Veterans Treatment Courts (VTC) in Texas.

Background

The Fund for Veterans' Assistance (FVA or Fund) was created in the 79th Legislature to address the needs of Texas veterans and their families. The Fund is composed of money deposited under the Texas Government Code, the Texas Transportation Code, and Texas Parks and Wildlife Code. The TVC offers grants to support Veterans Treatment Court programs, which is designed to rehabilitate Justice Involved Veterans (JIV) who are facing criminal charges. These grants are part of the Fund for Veterans' Assistance and are awarded to organizations that provide direct services to veterans. The grant aims to divert JIV from the traditional criminal justice system and provide them with the necessary tools to lead a productive and law-abiding lifestyle. The application period for these grants is open from October 2, 2025, to December 2, 2025, with an estimated $31 million in available funding. The Williamson County Veterans Treatment Court is currently utilizing a grant through the Texas Veterans Commission for $320,000.000 to provide mental health and substance abuse treatment for Veterans involved in the Texas Justice System. This grant will continue to fund personnel, staff training, alcohol/ drug monitoring, office supplies and mental health/ substance-use treatment for Veterans. The new TVC grant year runs from September 1, 2026, through August 31, 2027. The Wilco Veteran's court is currently supported by a TVC Grant that expires on August 31, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Management Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/03/2025 12:02 PM
Form Started By: Kathy Pierce		Started On: 11/03/2025 09:40 AM
Final Approval Date: 11/03/2025		

Grant Title/Project Name:	Texas Veterans Commission Fund for Veterans' Assistance
Department:	County Court at Law #2
Requestor:	Tanya Kunz
Contact Email:	Tanya.Kunz@wilcotx.gov
Contact Phone Number:	512-943-1568
Start Date:	9/1/2026
End Date:	8/31/2027
Please select request category:	Specialty Court- Veterans
Describe the purpose of the grant in detail to include all requirements.	Williamson County Court at Law # 2 requests permission to apply for a comprehensive grant with the Texas Veterans Commission (TVC) to cover the costs associated with CCL 2's Veterans Treatment Court. The grant is administered by the TVC Fund for Veterans Assistance. The TVC has a grant category designed specifically to support Veterans Treatment Courts (VTC) in Texas. The purpose of the grant is to provide mental health and substance abuse treatment for Veterans involved in the Texas Justice System. The grant will fund personnel, staff training, alcohol/ drug monitoring, office supplies and mental health/ substance use treatment for Veterans. The new TVC grant year runs from September 1, 2026 through August 31,2027. Our Veterans court is currently supported by a TVC Grant that expires on August 31, 2026 Veteran applicants are required to verify a veterans status and provide documentation of eligibility to receive VA support.
Select the type of grant your department is applying for:	State
What is the amount of the grant?	$359,000.00

Please provide a breakdown of the total cost above.	This is an estimated budget. TVC allows the Veterans Treatment Court to request up to $400,000. We are currently working on the budget for the 2026-2027 TVC grant that will be a 12 month grant cycle. **Personnel**: To include 36% of Salary and Fringe for the Program Manager, 63% for the Court Coordinator, 100% for one Probation Officer and 50% for a second Probation Officer. -Approx. $227,000. **Software:** To include Database and Mental Health evaluation software licenses.- Approx. $5000. **Training/ Travel**- To include 4 staff/ team members to attend the U.S. Department of Justice's National Association of Drug Court Professionals (NADCP) Annual Conference for staff training on best practices and the Texas Association of Specialty Courts (TASC) Annual Conference. - Approx. $15,000. **Substance Abuse Monitoring:** To include SCRAM, Ignition Interlock, PAM and Drug Patches for participants.- $36,000 **Supplies and Misc.:** Office supplies. - $1,000. **Support Services for Veterans:** To include in patient treatment when necessary .Approx. $5000. **Mental Health Provider/ Counselor:** Texas Licensed Mental Health Professional and/or counselor to apply evidence-based practices in individual and group counseling services to Veterans in the program. Approx. $70,000.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	

If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	
How is this item request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	
Where will the item be stored?	
What is the useful life of the item?	
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	
Will this item require any form of licensing?	

Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	
How will this item be funded when the grant ends?	
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	N/A
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	N/A
What is the cost and frequency to maintain/update the additional equipment?	
What is the impact of this grant application on other internal/county departments?	The Veterans Treatment Court has been existence since 2015 with the assistance from numerous Federal State and local grants. The auditors office works in tandem with the court coordinator toward submitting reimbursements and program reports on a monthly and quarterly basis. There should be no change to the relationship between the Court and internal/county department.
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	N/A
Is this a new program to your department/office?	No
Please provide data points to be collected to show program success	
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	The Williamson County Veterans Treatment Court has been in existence since 2015 and has served 332 participants with 270 successful graduates and 33 currently active in the program. The Williamson County Veterans Treatment Court is designed to facilitate the rehabilitation of veterans accused or convicted of misdemeanor and felony offenses that meet criteria. The goal of the Veterans treatment Court is to reduce recidivism of eligible misdemeanor and felony offenses by identifying individuals who require mental health and/or substance abuse treatment by placing them in an appropriate treatment continuum. The WCVT provides mental health assessments, individual and group counseling, creation of individualized case plans and therapeutic groups.
ID	139
Version	20.0
Attachments	False
Created	10/14/2025 9:09 AM
Created By	Tanya Kunz
Modified	10/31/2025 4:09 PM
Modified By	Tanya Kunz

Commissioners Court - Regular Session **77.**

Meeting Date: 11/18/2025

Approval of second and FINAL renewal for contract #2023212 between Williamson County and Bizaan Behavioral Health for Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize the second and FINAL renewal of Contract #2023212 for Behavioral Health Service, under the same pricing terms and conditions as the existing agreement awarded to Bizaan Holdings LLC dba Bizaan Behavioral Health, through June 5, 2026, and to authorize execution of the renewal agreement.

Background

Request for approval for the second (2nd) and FINAL of two (2) renewals for Contract #2023212 between Williamson County and Bizaan Holdings, LLC dba Bizaan Behavioral Health. The Williamson County Sheriff's office confirms that the vendor has met all county requirements and recommends proceeding with this renewal. The contract provides professional counseling services for employees and officers of the Sheriff's Office. Contract Audit and General Counsel approved the renewal. The original agreement was approved by Commissioners Court on June 6, 2023, Agenda Item #35. Funding Source: 01.0100.0560.004100, Department Contact: Virginia Johnson

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2

Renewal 1

Original Agreement

Redacted -1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 11:22 AM
Form Started By: Cheryl Johnson		Started On: 10/17/2025 02:55 PM
Final Approval Date: 11/10/2025		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	2023212	**Department:**	Sheriff's Office
Vendor Name:	Bizaan Holdings, LLC		
Purpose/Intended Use of Product or Service (summary):			
(Renewal 2) Behavioral Health Services, Bizaan Behavioral Health			
Type of Contract:	Off Contract-	**Start Date:**	June 6, 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	June 5, 2026
Department Contact:	Virginia Johnson		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

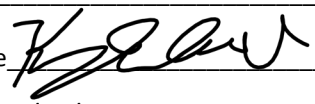
Renewal Option Period 2 June 6, 2025 – June 5, 2026
Renewal Option Period 1 June 6, 2024 – June 5, 2025
Initial Contract Period: June 6, 2023 – June 5, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Bizaan Holdings, LLC dba Bizaan Behavioral Health

Name Kyle McCall

Title President and CEO

Signature 

Date 10/20/2025

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

FIRST RENEWAL AGREEMENT

County: Williamson County, Texas, a political subdivision of the State of Texas

County's Mailing Address:

710 Main Street
Suite 101
Georgetown, Texas 78626

Service Provider: Bizaan Holdings, LLC dba Bizaan

Service Provider's Mailing Address:

2851 Joe DiMaggio Blvd., Ste. 3
Round Rock, Texas 78665

Agreement Subject of this Renewal Agreement:

The Behavioral Health Services Agreement dated June 6, 2023, by and between Service Provider and County (the "Agreement") which is incorporated here by reference.

Agreement to Renew Agreement:

1. Renewal Term: Service Provider and County (hereinafter collectively referred to as the "Parties") hereby agree to renew the Agreement for an additional term of one (1) year, commencing on June 6, 2024, and ending on June 5, 2025 ("Renewal Term").

Amendment of Agreement Terms, Covenants and Conditions:

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

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Renewal Agreement to be effective as of the date of the last party's execution below.

SERVICE PROVIDER:

Bizaan Holdings, LLC

By: _____

Printed Name: Kyle McCall

Date: March 10, 2024

COUNTY:

Williamson County, Texas

By: Bill Gravell Jr.
Bill Gravell (Apr 9, 2024 10:53 CDT)

Bill Gravell, Jr.,
Williamson County Judge

Date: Apr 9, 2024 ____, 20____

Behavioral Health Services Agreement

THIS AGREEMENT (the "Agreement"), is entered into by and between Bizaan Holdings, LLC dba Bizaan Behavioral Health "Bizaan Behavioral Health" ("Contractor") and Williamson County (the "Customer").

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

WHEREAS, Customer desires to purchase behavioral health services for off-site counseling services at Contractor's "Premises" located at:

Bizaan Behavioral Health

2851 Joe DiMaggio Blvd., Ste. 3, Round Rock, Texas 78665

- Telehealth Included -

herein referred to as "Premises". "Behavioral Health Services" as used herein means those services described in the Proposal for Behavioral Health Services, which is attached hereto and hereby is incorporated herein by reference for all purposes.

TERM OF AGREEMENT: The term of the Agreement shall be on a temporary basis, effective from the date service commences as herein provided and defined as Effective Date and will continue for one-year, unless terminated sooner as authorized herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. [JL1] The Agreement may be renewed for up to three (3) additional one-year terms upon agreement of the parties.

If the Customer decides to exercise the option to renew the Behavioral Health Services Agreement, it shall be in written form to the Contractor, thirty (30) calendar days prior to the expiration of the in-place Agreement. In the event the Agreement is renewed and service requirements and/or schedules and the like have not been modified, the terms and conditions will then remain unchanged.

Service shall commence on date of final execution by both parties (the "Effective Date") which can be referenced on the signature line.

CONTRACT RATES: Rates shall be set at initial proposal amounts. Details of certain rate types are as follows:

- Standard Rate: The following bill rate(s) apply to all locations listed in this AGREEMENT. All behavioral health services bear the supervisory expense of Bizaan Behavioral Health management for support.
- Critical Incident Support Rate: The Contractor shall provide additional behavioral health services as

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an as-needed basis for emergency situations as requested by the Customer at this rate.

- Training Rate: The Contractor shall provide additional training services as an as-needed basis for the Customer at a mutually agreed upon rate depending on the course.

Customer will assume responsibility for all applicable credit card processing fees if payment is rendered in this method. Customer has option for direct ACH payment.

The not-to-exceed amount under this Agreement is Fifteen Thousand Dollars ($15,000.00), unless amended by mutual agreement.

SCHEDULE: Contractor shall provide a Licensed Professional Counselor Associate *or* Licensed Professional Counselor *or* Licensed Marriage and Family Therapist Associate *or* Licensed Marriage and Family Therapist *or* Licensed Master Social Worker *or* Licensed Clinical Social Worker ("Clinician") when service commences. The services of the Clinician will be dependent on the current needs of the Customer and is not obligated to provide a certain number of clients at any point in time. The Customer reserves the right to modify coverage requirements without amending this Contract. Customer may request, as reasonably needed, for behavioral health services in addition to the contracted hours. Any permanent additional services/hours will be implemented in a reasonable time and be billed at the then-current prevailing Agreement rate. This will be submitted in an addendum agreement increasing or extending hours of service.

Deletion or reduction in service hours/services shall be made only as requested in writing and Contractor shall have 30 days thereafter to implement such requested reduction. Billing adjustment will appear only after said implementation occurs. Reduction in service hours may affect Behavioral Health Services Rates; but any increase shall be limited to no more than 10% percent of the then-current Agreement rate. Such adjustments shall be applicable during the remainder of the Agreement term.

Contractor will render its invoice for contracted Behavioral Health Services and Special services/equipment to be supplied by the 4th day of the month of service. Any variation between contractual services to be rendered and equipment supplied and those actually rendered or supplied will be adjusted in the next invoice which follows the aforementioned billing date. Services rendered will be calculated based on electronic timesheet / clock system provided by Bizaan Behavioral Health. Customer payment will be made once each month upon submission of invoices provided for the month. Contractor shall submit the original and one copy of each invoice to the following address not later than the 4th working day of each month to assure payment within terms.

All invoices are due within the month of service rendered or within 30 days. Payments not made by the Customer by the last day of service month billed shall be in default hereunder. Invoices will be mailed or provided via e-mail as per the Customer preference. Invoices are to include each of the following, as appropriate:

1. The cost of services as needed:

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a) Clinician will be billed at an hourly rate of $100/hr. for all services rendered.

2. The cost of Critical Incident Services as needed:

    a) Clinician will be billed at an hourly rate of $100/hr. for all services rendered from the time of response on site. Critical incident services shall be made available 24/7/365 as an on-call rotating basis unless mutually agreed upon.

3. The cost of training services as scheduled:

    a) Clinician/Instructor shall be billed at an hourly rate *or* class rate mutually agreed upon should Customer require training services for their employees, customers, or Contractors. Examples of training services could include, but are not limited to, Peer Support Team/Leader Training, Satori Alternatives for Managing Aggression (SAMA), CPR/First Aid/AED/BLS, Clinical Skills classes, Mental Health First Aid, Crisis Intervention Team/Mental Health Officer, among others. Customer can utilize sister company Bizaan Security for additional training opportunities.

4. The cost of phone consults as needed:

    a) There is no cost for the Customer/representative to reach Bizaan Behavioral Health management for consults or referrals to the practice or to discuss billing.

Payment for 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.

INSURANCE: For the duration of this Agreement, Contractor shall purchase and maintain coverage in a company or companies authorized to do business in Texas. Clinicians shall maintain their own insurance which is in addition to the insurance provided by the Contractor. The Contractor is required to carry insurance with limits equal to or greater than those set forth in the Table below:

General Liability	$1,000,000 each claim / $3,000,000 aggregate

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	Fire & Water Legal Liability included in the GL limit shown above subject to $250,000 sublimit
Professional Liability	$1,000,000 each claim / $5,000,000 aggregate
Worker's Compensation & Employer's Liability	Statutory Limits based on the benefits levels of the deemed state of hire
	One Million dollars ($1,000,000)Bodily Injury by Accident Per Employee
	One Million dollars ($1,000,000) Bodily Injury by Disease Per Employee
	One Million dollars ($1,000,000)Bodily Injury by Disease Policy Limit

Contractor shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the state of Texas, Contractor's liability insurance to protect Customer against applicable claims which may arise from operations under this Agreement. Contractor shall name the Customer as an additional insured under such policies if the Customer notifies the Contractor of the desire to be added as an additional insured. In that event, the Contractor shall provide the Customer with a certificate evidencing the applicable insurance coverage. Contractor shall require all subcontractors to have insurance with the same or similar coverage as required. Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under this agreement.

INDEMNITIES AND LIABILITIES: Simultaneously with the execution of this Agreement or upon request from the Customer, the Contractor will deliver to the Customer a certificate of insurance verifying the Contractor's insurance coverage and policy limits. Customer agrees and further stipulates that to the extent Customer suffers any injury or damage of any nature for which the Contractor has legal liability and for which the Contractor has insurance coverage for the risk giving rise to such legal liability, then the Customer agrees to limit its recovery, if any, from Contractor for such damages or injuries to such amounts or sums of money which such insurance will, does or shall pay for any such liability as described herein, not to exceed the respective policy limits of the insurance so effected. If any other person, firm partnership, corporation or any other entity not a party to this Agreement shall make a claim or claims against the Contractor, Customer hereby agrees to indemnify and hold Contractor harmless from all of the same. This Section shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering the Customer or Contractor.

SETTLEMENT OF DISPUTES: If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the American Arbitration Association for final and binding arbitration in accordance

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with its rules and procedures and the law applicable to the substance of the dispute which shall be the law of Texas. The language of the arbitral proceedings shall be English, and the place of arbitration shall be in Williamson County, Texas. The award rendered by the arbitration shall be final and binding upon the parties. Provided, however, that the Parties will first attempt to settle disputes by mediation before resorting to arbitration. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.

The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. Unless otherwise agreed in writing, Contractor shall perform under the terms of the Agreement during any arbitration proceedings, and Customer shall continue to make payments to Contractor in accordance with the Agreement. This section shall survive completion or termination of this Agreement.

QUALITY OF PERFORMANCE: The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards. The Contractor and his employees shall conform to all applicable laws, regulations, and ordinances promulgated by legally constituted authorities of the United States Government and of the state of Texas. All personnel furnished by Contractor for the performance of services hereunder shall at all times be solely in the employment of Contractor. Customer and Contractor agree not to discriminate on the basis of race, sex, color, creed, religion or national origin in regard to the supervision, hiring, and placement of Clinicians in the course and scope of providing behavioral health services.

PERMITS AND LICENSES: The Contractor and provided Clinicians shall be licensed under the State of Texas Behavioral Health Executive Council in accordance with the requirements of the laws of the state of Texas and must maintain such licensing throughout the term of this Contract. The Contractor shall comply with all applicable federal and local laws in obtaining any necessary permits and licenses. (For any inquiries into license status, please contact the Texas Behavioral Health Executive Council)

NO WAIVER OF SOVEREIGN IMMUNITY OR POWER: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer.

RIGHT TO AUDIT: Contractor agrees that the Customer 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 the Customer 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. The Customer shall give Contractor reasonable advance notice of intended audits.

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CONFIDENTIALITY: Contractor 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.

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.

SUBCONTRACTORS: No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of the Customer.

Contractor shall notify Customer in writing of the name and business address of any subcontractor that Contractor intends to use to perform its obligations under this Agreement at least five (5) calendar days prior to the date said subcontractor is to begin to perform those obligations.

MODIFICATION: This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto.

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NOTICE: Any notice or request required to be given or made under this Agreement shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail Return Receipt Requested, to the party to which it is required to be given or made at that Party's email address as specified below:

Bizaan Holdings, LLC dba Bizaan Behavioral Health

Kyle A. McCall, MA, LPC, LCDC, NCC | President & CEO

2851 Joe DiMaggio Blvd., Ste. 3,

Round Rock, Texas 78665

Kyle.McCall@bizaanbehavioralhealth.com

(737) 667-5680 / (512) 423-1808

Williamson County

Attn: County Judge

710 S. Main Street, Ste. 101

Georgetown, Texas 78626

Courtesy Copy:

Williamson County Sheriff's Office

Attn: County Sheriff

508 S. Rock Street

Georgetown, Texas 78626

Any notice of change of address shall be effective only as provided in this section as any other notice.

APPLICABLE LAW: This Contract shall be governed by the laws of the State of Texas. In the event that any lawsuit is brought by any party of the Agreement to enforce any of its covenants, terms or conditions, said lawsuit shall be prosecuted and defended in Williamson County, Texas. This specific provision is entered into freely, knowingly, voluntarily and for consideration, the receipt and sufficiency of which is hereby

acknowledged. The Customer agrees not to disturb this choice of venue by agreement with Contractor.

SEVERABILITY OF PROVISIONS, VALIDITY OF AGREEMENT NOTWITHSTANDING INVALIDITY OF PARTICULAR PROVISIONS: In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

INDEPENDENT CONTRACTOR STATUS: Nothing contained in the entire Agreement between Customer and Contractor shall be construed as the establishment or creation of a relationship of master and servant or principal and agent between Customer and Contractor, it is agreed that the position of Contractor and anyone else performing any services under the Agreement is that of an independent contractor.

RECRUITMENT AND TRAINING EXPENSES: Customer acknowledges and agrees that the Clinicians or other employees of Bizaan Behavioral Health which will be assigned pursuant to the provisions of this Agreement have been recruited and trained at the expense of the Contractor through methods and training programs developed by the Contractor, and that the Contractor would suffer the loss of such recruiting and training expenses if any such employee or employees of Contractor abandon employment with the Contractor and becomes employed by the Customer, or by the owners or management of the Customer in any capacity whatsoever. Customer agree that Customer will not recruit or solicit any employee or former employee within 6 months of termination of the Contractor. Customer further agrees neither the Customer nor the owners or management of Customer will approach, speak to or contact any employee of Bizaan Behavioral Health concerning other employment by any such Bizaan Behavioral Health employee without first obtaining the express written permission of Bizaan Behavioral Health.

EXTENT OF AGREEMENT: This Agreement, including Attachment of the Proposal for Behavioral Health Services, hereto, constitutes the entire Agreement, and no representation or statement which is not expressly contained in this Agreement, incorporated herein by reference, shall be binding upon the Parties. No oral agreement or representation made at the time or before the execution of this Agreement shall be binding upon Contractor or Customer and all prior conversations and agreements relating to this Agreement are merged herein. This Agreement is the final expression and embodies the entire agreement of the parties relating to the subject matter hereof and no amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and attached hereto as an agreed amendment.

CONSENT OR WAIVER: No consent or waiver, express or implied, by Customer, to or of any breach of any covenant, condition or duty of Contractor shall be construed as consent to waive any other breach of the same or any other covenant, condition, or duty.

RIGHTS AND REMEDIES: No action or failure to act by Customer, or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement; nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

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TERMINATION OF CONTRACT:

Either party may terminate this Agreement without cause with no penalty, provided written notice is given at least thirty (30) calendar days prior to the intended date of such termination. The bankruptcy of either party is grounds for termination for cause under this Agreement.

KEY PERSONNEL:

The Contractor shall provide the following personnel:

1. Management: The Contractor shall provide without cost for the Customer a designated manager of Bizaan Behavioral Health who shall for the overall management and coordination of this Agreement with the Customer.
2. Clinician: The Contractor shall provide trained employees who shall perform behavioral health services for the Customer.

GENERAL REQUIREMENTS:

1. Managerial: Contractor shall furnish management; manpower to maintain full services at all times.
2. Language: Clinicians on the behavioral health services force must be able to speak, write and understand effectively English.
3. Physical: Clinicians must be able to perform duties as required.

CLINICIAN WORK REQUIREMENTS:

1. Specific Requirements: Contractor shall provide Customer with the operation and management of behavioral health and related services as set forth in these Specifications as per mutually approved proposal for behavioral health services.
2. Reports and Records: Prepare required orders, instructions, clinical notes and incident reports, including reports in Bizaan Behavioral Health Electronic Health Record. These records will never be

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made available to the Customer at any time. Billing for services will be done via de-identified chart number. Customer shall not request information on client records from the Contractor or employees at any time.

3. Emergency Assistance: In the event of an emergency or unusual occurrence adversely affecting the interest of the Customer, summon appropriate assistance such as the local fire and/or police departments and immediately notify the Customer Representative or other designated Customer officers. Clinician must be aware of and knowledgeable of Emergency Procedures as provided by Customer.

4. Change of Duties: The Customer reserves the right to collaborate through its Representative to amend, modify, and reissue the post orders and special orders given to the Contractor's personnel after obtaining approval through the Contractor's Representative.

CLINICIAN QUALIFICATIONS:

1. General Qualifications: The Contractor shall ensure that each of its employees meets the education, experience, skills, and prerequisites set forth by the State of Texas for licensure.

2. Legal Status Requirements: Each employee of Contractor shall be a citizen of the U.S.A., or a legal U.S.A. resident who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work. Each employee shall have reached the age of 21 years at the time of employment under this contract. The Contractor shall be required to produce evidence of such status if the Customer so requests.

3. Education, Experience, and Skills: As a minimum, Contractor's employees shall possess a high school diploma or GED certificate, a Bachelor's degree, and a Master's degree.

4. Conflict of Interest Prohibition: Contractor shall not employ any individual to work on the Agreement premises for whom such employment would create an actual or perceived conflict of interest.

The parties signed below agree to the terms and conditions set forth in this contract. The undersigned also attest they have the authority to sign on behalf of their respective businesses.

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CUSTOMER:	CONTRACTOR:
Valerie Covey Presiding Officer	Kyle A. McCall / President & CEO
Print Name / Title	Print Name / Title
Valerie Covey	Kyle Allan McCall
Signature	Signature
WILLIAMSON COUNTY, TEXAS	Bizaan Holdings, LLC dba Bizaan Behavioral Health
Company	Company
Jun 6, 2023	05/17/2023
Date	Date

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Agenda Item #27, CC 04.09.24 Approval of 2023212 Renewal #1 Behavior Health Services with Bizaan (Kim)

Final Audit Report 2024-04-09

Created:	2024-04-09
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9i3ft-IhgEFJTk9H9q0gtl-gBrD5tr1s

"Agenda Item #27, CC 04.09.24 Approval of 2023212 Renewal # 1 Behavior Health Services with Bizaan (Kim)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2024-04-09 - 3:20:25 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2024-04-09 - 3:21:21 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-04-09 - 3:38:11 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-04-09 - 3:38:43 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-04-09 - 3:38:43 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-04-09 - 3:52:57 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-04-09 - 3:53:07 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-04-09 - 3:53:07 PM GMT

Powered by Adobe Acrobat Sign

Behavioral Health Services Agreement

THIS AGREEMENT (the "Agreement"), is entered into by and between Bizaan Holdings, LLC dba Bizaan Behavioral Health "Bizaan Behavioral Health" ("Contractor") and Williamson County (the "Customer").

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

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[redacted]

[redacted] Included -

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- Critical Incident Support Rate: The Contractor shall provide additional behavioral health services as

[redacted] [redacted] [redacted] www.b[redacted]

an as-needed basis for emergency situations as requested by the Customer at this rate.

- Training Rate: The Contractor shall provide additional training services as an as-needed basis for the Customer at a mutually agreed upon rate depending on the course.

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[redacted] [redacted] [redacted] www.bizaanbehavioralhealth.com

a) Clinician will be billed at an hourly rate of $100/hr. for all services rendered.

2. The cost of Critical Incident Services as needed:

    a) Clinician will be billed at an hourly rate of $100/hr. for all services rendered from the time of response on site. Critical incident services shall be made available 24/7/365 as an on-call rotating basis unless mutually agreed upon.

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INSURANCE: For the duration of this Agreement, Contractor shall purchase and maintain coverage in a company or companies authorized to do business in Texas. Clinicians shall maintain their own insurance which is in addition to the insurance provided by the Contractor. The Contractor is required to carry insurance with limits equal to or greater than those set forth in the Table below:

General Liability	$1,000,000 each claim / $3,000,000 aggregate

[redacted] [redacted] [redacted] www.bizaanbehavioralhealth.com

	Fire & Water Legal Liability included in the GL limit shown above subject to $250,000 sublimit
Professional Liability	$1,000,000 each claim / $5,000,000 aggregate
Worker's Compensation & Employer's Liability	Statutory Limits based on the benefits levels of the deemed state of hire
	One Million dollars ($1,000,000)Bodily Injury by Accident Per Employee
	One Million dollars ($1,000,000) Bodily Injury by Disease Per Employee
	One Million dollars ($1,000,000)Bodily Injury by Disease Policy Limit

Contractor shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the state of Texas, Contractor's liability insurance to protect Customer against applicable claims which may arise from operations under this Agreement. Contractor shall name the Customer as an additional insured under such policies if the Customer notifies the Contractor of the desire to be added as an additional insured. In that event, the Contractor shall provide the Customer with a certificate evidencing the applicable insurance coverage. Contractor shall require all subcontractors to have insurance with the same or similar coverage as required. Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under this agreement.

INDEMNITIES AND LIABILITIES: Simultaneously with the execution of this Agreement or upon request from the Customer, the Contractor will deliver to the Customer a certificate of insurance verifying the Contractor's insurance coverage and policy limits. Customer agrees and further stipulates that to the extent Customer suffers any injury or damage of any nature for which the Contractor has legal liability and for which the Contractor has insurance coverage for the risk giving rise to such legal liability, then the Customer agrees to limit its recovery, if any, from Contractor for such damages or injuries to such amounts or sums of money which such insurance will, does or shall pay for any such liability as described herein, not to exceed the respective policy limits of the insurance so effected. If any other person, firm partnership, corporation or any other entity not a party to this Agreement shall make a claim or claims against the Contractor, Customer hereby agrees to indemnify and hold Contractor harmless from all of the same. This Section shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering the Customer or Contractor.

SETTLEMENT OF DISPUTES: If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the American Arbitration Association for final and binding arbitration in accordance

with its rules and procedures and the law applicable to the substance of the dispute which shall be the law of Texas. The language of the arbitral proceedings shall be English, and the place of arbitration shall be in Williamson County, Texas. The award rendered by the arbitration shall be final and binding upon the parties. Provided, however, that the Parties will first attempt to settle disputes by mediation before resorting to arbitration. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.

The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation. Unless otherwise agreed in writing, Contractor shall perform under the terms of the Agreement during any arbitration proceedings, and Customer shall continue to make payments to Contractor in accordance with the Agreement. This section shall survive completion or termination of this Agreement.

QUALITY OF PERFORMANCE: The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards. The Contractor and his employees shall conform to all applicable laws, regulations, and ordinances promulgated by legally constituted authorities of the United States Government and of the state of Texas. All personnel furnished by Contractor for the performance of services hereunder shall at all times be solely in the employment of Contractor. Customer and Contractor agree not to discriminate on the basis of race, sex, color, creed, religion or national origin in regard to the supervision, hiring, and placement of Clinicians in the course and scope of providing behavioral health services.

PERMITS AND LICENSES: The Contractor and provided Clinicians shall be licensed under the State of Texas Behavioral Health Executive Council in accordance with the requirements of the laws of the state of Texas and must maintain such licensing throughout the term of this Contract. The Contractor shall comply with all applicable federal and local laws in obtaining any necessary permits and licenses. (For any inquiries into license status, please contact the Texas Behavioral Health Executive Council)

NO WAIVER OF SOVEREIGN IMMUNITY OR POWER: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Customer.

RIGHT TO AUDIT: Contractor agrees that the Customer 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 the Customer 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. The Customer shall give Contractor reasonable advance notice of intended audits.

[redacted] [redacted] [redacted] www.bizaanbehavioralhealth.com

CONFIDENTIALITY: Contractor 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.

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.

SUBCONTRACTORS: No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of the Customer.

Contractor shall notify Customer in writing of the name and business address of any subcontractor that Contractor intends to use to perform its obligations under this Agreement at least five (5) calendar days prior to the date said subcontractor is to begin to perform those obligations.

MODIFICATION: This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto.

[redacted] [redacted] [redacted] www.bizaanbehavioralhealth.com

NOTICE: Any notice or request required to be given or made under this Agreement shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail Return Receipt Requested, to the party to which it is required to be given or made at that Party's email address as specified below:

[redacted]

Williamson County

Attn: County Judge

710 S. Main Street, Ste. 101

Georgetown, Texas 78626

Courtesy Copy:

Williamson County Sheriff's Office

Attn: County Sheriff

508 S. Rock Street

Georgetown, Texas 78626

Any notice of change of address shall be effective only as provided in this section as any other notice.

APPLICABLE LAW: This Contract shall be governed by the laws of the State of Texas. In the event that any lawsuit is brought by any party of the Agreement to enforce any of its covenants, terms or conditions, said lawsuit shall be prosecuted and defended in Williamson County, Texas. This specific provision is entered into freely, knowingly, voluntarily and for consideration, the receipt and sufficiency of which is hereby

[redacted]

acknowledged. The Customer agrees not to disturb this choice of venue by agreement with Contractor.

SEVERABILITY OF PROVISIONS, VALIDITY OF AGREEMENT NOTWITHSTANDING INVALIDITY OF PARTICULAR PROVISIONS: In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

INDEPENDENT CONTRACTOR STATUS: Nothing contained in the entire Agreement between Customer and Contractor shall be construed as the establishment or creation of a relationship of master and servant or principal and agent between Customer and Contractor, it is agreed that the position of Contractor and anyone else performing any services under the Agreement is that of an independent contractor.

RECRUITMENT AND TRAINING EXPENSES: Customer acknowledges and agrees that the Clinicians or other employees of Bizaan Behavioral Health which will be assigned pursuant to the provisions of this Agreement have been recruited and trained at the expense of the Contractor through methods and training programs developed by the Contractor, and that the Contractor would suffer the loss of such recruiting and training expenses if any such employee or employees of Contractor abandon employment with the Contractor and becomes employed by the Customer, or by the owners or management of the Customer in any capacity whatsoever. Customer agree that Customer will not recruit or solicit any employee or former employee within 6 months of termination of the Contractor. Customer further agrees neither the Customer nor the owners or management of Customer will approach, speak to or contact any employee of Bizaan Behavioral Health concerning other employment by any such Bizaan Behavioral Health employee without first obtaining the express written permission of Bizaan Behavioral Health.

EXTENT OF AGREEMENT: This Agreement, including Attachment of the Proposal for Behavioral Health Services, hereto, constitutes the entire Agreement, and no representation or statement which is not expressly contained in this Agreement, incorporated herein by reference, shall be binding upon the Parties. No oral agreement or representation made at the time or before the execution of this Agreement shall be binding upon Contractor or Customer and all prior conversations and agreements relating to this Agreement are merged herein. This Agreement is the final expression and embodies the entire agreement of the parties relating to the subject matter hereof and no amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and attached hereto as an agreed amendment.

CONSENT OR WAIVER: No consent or waiver, express or implied, by Customer, to or of any breach of any covenant, condition or duty of Contractor shall be construed as consent to waive any other breach of the same or any other covenant, condition, or duty.

RIGHTS AND REMEDIES: No action or failure to act by Customer, or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement; nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

TERMINATION OF CONTRACT:

Either party may terminate this Agreement without cause with no penalty, provided written notice is given at least thirty (30) calendar days prior to the intended date of such termination. The bankruptcy of either party is grounds for termination for cause under this Agreement.

KEY PERSONNEL:

The Contractor shall provide the following personnel:

1. Management: The Contractor shall provide without cost for the Customer a designated manager of Bizaan Behavioral Health who shall for the overall management and coordination of this Agreement with the Customer.
2. Clinician: The Contractor shall provide trained employees who shall perform behavioral health services for the Customer.

GENERAL REQUIREMENTS:

1. Managerial: Contractor shall furnish management; manpower to maintain full services at all times.
2. Language: Clinicians on the behavioral health services force must be able to speak, write and understand effectively English.
3. Physical: Clinicians must be able to perform duties as required.

CLINICIAN WORK REQUIREMENTS:

1. Specific Requirements: Contractor shall provide Customer with the operation and management of behavioral health and related services as set forth in these Specifications as per mutually approved proposal for behavioral health services.
2. Reports and Records: Prepare required orders, instructions, clinical notes and incident reports, including reports in Bizaan Behavioral Health Electronic Health Record. These records will never be

made available to the Customer at any time. Billing for services will be done via de-identified chart number. Customer shall not request information on client records from the Contractor or employees at any time.

3. Emergency Assistance: In the event of an emergency or unusual occurrence adversely affecting the interest of the Customer, summon appropriate assistance such as the local fire and/or police departments and immediately notify the Customer Representative or other designated Customer officers. Clinician must be aware of and knowledgeable of Emergency Procedures as provided by Customer.

4. Change of Duties: The Customer reserves the right to collaborate through its Representative to amend, modify, and reissue the post orders and special orders given to the Contractor's personnel after obtaining approval through the Contractor's Representative.

CLINICIAN QUALIFICATIONS:

1. General Qualifications: The Contractor shall ensure that each of its employees meets the education, experience, skills, and prerequisites set forth by the State of Texas for licensure.

2. Legal Status Requirements: Each employee of Contractor shall be a citizen of the U.S.A., or a legal U.S.A. resident who has been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who presents other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work. Each employee shall have reached the age of 21 years at the time of employment under this contract. The Contractor shall be required to produce evidence of such status if the Customer so requests.

3. Education, Experience, and Skills: As a minimum, Contractor's employees shall possess a high school diploma or GED certificate, a Bachelor's degree, and a Master's degree.

4. Conflict of Interest Prohibition: Contractor shall not employ any individual to work on the Agreement premises for whom such employment would create an actual or perceived conflict of interest.

The parties signed below agree to the terms and conditions set forth in this contract. The undersigned also attest they have the authority to sign on behalf of their respective businesses.

CUSTOMER:	CONTRACTOR:
Valerie Covey Presiding Officer	Kyle A. McCall / President & CEO
Print Name / Title	Print Name / Title
Valerie Covey	Kyle Allan McCall
Signature	Signature
WILLIAMSON COUNTY, TEXAS	Bizaan Holdings, LLC dba Bizaan Behavioral Health
Company	Company
Jun 6, 2023	05/17/2023
Date	Date

Agenda Item #35, CC 06.06.23 Approval of 2023212 Professional Services Bizaan Behavioral Health SO (Mary)

Final Audit Report 2023-06-06

Created:	2023-06-06
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvbifKwNZJsSUdcbpgpn7QfXH-eAsm6nb

"Agenda Item #35, CC 06.06.23 Approval of 2023212 Profession al Services Bizaan Behavioral Health SO (Mary)" History

Document created by Kim Chappius (kim.chappius@wilco.org)
2023-06-06 - 2:38:20 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for signature
2023-06-06 - 2:41:12 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
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Document signing delegated to Valerie Covey (vcovey@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2023-06-06 - 5:40:28 PM GMT- IP address: 66.76.4.65

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2023-06-06 - 5:40:29 PM GMT

Email viewed by Valerie Covey (vcovey@wilco.org)
2023-06-06 - 11:28:14 PM GMT- IP address: 104.47.64.254

Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2023-06-06 - 11:28:44 PM GMT - Time Source: server- IP address: 74.193.121.96

Agreement completed.
2023-06-06 - 11:28:44 PM GMT

Powered by
Adobe
Acrobat Sign

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1382752

Date Filed:
10/29/2025

Date Acknowledged:
10/29/2025

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

Bizaan Holdings, LLC
Round Rock, TX United States

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

Williamson County

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

2023212
Behavioral Health

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.

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Williamson County

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2023212
Behavioral Health

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

[redacted]

6 [redacted]

My name [redacted]

[redacted] _____, _____, _____.
(city) (state) (zip code) (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

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

Commissioners Court - Regular Session **78.**

Meeting Date: 11/18/2025

Approval of Purchase #2026-082 for Ammunition with GT Distributors, Inc. for the Sheriff's Office

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Purchase #2026-082 for various ammunition from GT Distributors, Inc., in the amount of $101,259.00, pursuant to BuyBoard contract #698-23, and authorizing execution of the purchase.

Background

Approval of this purchase will benefit the Williamson County Sheriff's Office at the Deputy A.W. Grimes Training Center. The attached quote supports the selection of ammunition needed. Funding source is 01.0100.0560.003004 as per the FY26 Budget. Contract Audit and General Council approved this purchase. Origination # 4194. Department contact is Commander James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote Redacted

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:55 PM
Form Started By: Barbi Hageman		Started On: 10/27/2025 01:28 PM
Final Approval Date: 11/10/2025		

Quote	[redacted]
Date	10/23/2025
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

Williamson County (TX)
Attn: Accounts Payable
508 S. Rock St.
Georgetown TX 78615

Ship To:

Williamson Co Sheriff's Office
3901 CR130
Hutto TX 78634

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
[redacted]	[redacted]	BF	FACTORY DIRECT	NET 15	0/0/0000	[redacted]

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
250.00	FC-AE9AP*	Federal Cartridge 9Mm 124 Gr FMJ	M	$219.28	$54,820.00
100.00	FC-AE223*	Federal Cartridge .223 Rem 55 Gr Fmj	M	$464.39	$46,439.00
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/26. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you, your salesman was Adam Balak

Subtotal	$101,259.00
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$101,259.00

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:
2025-1383279

Date Filed:
10/30/2025

Date Acknowledged:

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

G T DISTRIBUTORS, INC
PFLUGERVILLE, TX United States

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

WILLIAMSON COUNTY, TX

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

2026-082
GT Distributors-Ammo

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ORR, JR., WILLIAM J.	PFLUGERVILLE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is [redacted], [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 30TH day of OCTOBER (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1383279

Date Filed:
10/30/2025

Date Acknowledged:
10/30/2025

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

G T DISTRIBUTORS, INC
PFLUGERVILLE, TX United States

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

WILLIAMSON COUNTY, TX

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

2026-082
GT Distributors-Ammo

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
ORR, JR., WILLIAM J.	PFLUGERVILLE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **79.**

Meeting Date: 11/18/2025

Heart of Texas Auto Theft Task Force_Grant Position

Submitted For: Matthew Lindemann **Submitted By:** Mary Sturgeon, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving an auto theft detective position fully funded through the Heart of Texas Auto Theft Task Force.

Background

The Task Force is committed to protecting the communities of Burnet County, Coryell County, McLennan County, and Williamson County by aggressively investigating and reducing vehicle-related crimes, including auto theft, vehicle burglaries, and catalytic converter theft. Through a collaborative, multi-agency approach, the Task Force strives to hold offenders accountable, recover stolen property, and enhance public safety. The Task Force will work proactively by conducting thorough investigations, targeting criminal networks, and engaging in proactive enforcement efforts. Additionally, the Task Force is dedicated to educating the public and partnering with vehicle-related businesses to implement crime prevention strategies and compliance inspections. The position does not require a grant administrator and is reimbursed to the county quarterly by the Heart of Texas Auto Theft Task Force. The position includes all fringe, equipment, vehicle, radio, salary and stipend. The grant administrator and grant reporting are conducted by the grant holder.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY26 Interlocal Agreement

MOU for Counties

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	10/30/2025 11:25 AM
Form Started By: Mary Sturgeon		Started On: 10/29/2025 01:11 PM
Final Approval Date: 10/30/2025		

FY 26 INTERLOCAL AGREEMENT
HEART OF TEXAS AUTO THEFT TASK FORCE
MVCPA CONTRACT # 608-26-0270000

This Agreement is entered into by and between the County of Burnet, the County of Coryell, the County of McLennan, and the County of Williamson, political subdivisions of the State of Texas and hereinafter referred to as the "Parties". Further, this agreement is created pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, concerning interlocal cooperation contracts, and Title 11, Public Safety, Chapter 362 of the Texas Local Government Code.

WITNESSETH

WHEREAS, The Parties have filed for and been awarded funding via a joint grant application with the Motor Vehicle Crime Prevention Authority of the State of Texas, hereinafter referred to as "MVCPA", in the amount of $750,706 for the investigation and reduction of auto theft and auto burglaries; and,

WHEREAS, the Parties have agreed to contribute the total amount of $150,144 in matching grant funds to be funded by the proceeds raised from 68A Inspections, and supplied by the general funds of the County of McLennan.; and,

WHEREAS, the Parties believe it to be in their best interests to join together to develop the Heart of Texas Auto Theft Task Force, a regional or multi-jurisdictional MVCPA Task Force, and,

WHEREAS, the Parties agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I.
CONTINUATION OF TASK FORCE

1.01 The Parties by resolution or order enter into this Agreement to continue the existence of a mutual aid law enforcement task force to cooperate in criminal investigation and law enforcement to combat auto theft. The Parties hereby continue the existence of the Heart of Texas Auto Theft Task Force hereinafter referred to as the Task Force. The Task Force will continue to pool its resources and coordinate individual efforts to combat auto theft more efficiently and effectively. The Task Force will continue to assist its members in investigating, prosecuting and preventing auto theft.

ARTICLE II.
TERM

2.01 The term of this Agreement is to commence on September 01, 2025 and to end August 31, 2026

ARTICLE III.
ALLOCATION OF FUNDS

3.01 As consideration for this Agreement, Burnet County will act as the Manager for the administration of the grant, which will be utilized to support Task Force operations, and Burnet County will allocate $750,706 in grant funding as follows in accordance with the provisions of the Statement of Grant Award and Grantee Acceptance Notice, which is attached hereto as Exhibit A and made a part of hereof for all purposes:

Entity	Description	Amount	Method
Burnet County	Captain Program Manager Salary	85,292	MVCPA Funds
Burnet County	Investigator Salary	76,167	MVCPA Funds
Burnet County	Admin Asst/Crime Analyst Salary	49,613	MVCPA Funds
Burnet County	Captain Program Manager Fringe	29,048	MVCPA Funds
Burnet County	Investigator Fringe	27,194	MVCPA Funds
Burnet County	Admin Asst/Crime Analyst Fringe	20,998	MVCPA Funds
Burnet County	Investigator OT	3,627	MVCPA Funds
Burnet County	Admin OT	2,363	MVCPA Funds
Coryell County	Investigator Salary	54,167	MVCPA Funds
Coryell County	Investigator Fringe	19,000	MVCPA Funds
McLennan County	Investigator Salary	66,800	MVCPA Funds
McLennan County	Investigator Fringe	22,004	MVCPA Funds
Williamson County	Investigator Salary	71,662	MVCPA Funds
Williamson County	Investigator Fringe	26,083	MVCPA Funds
Burnet County	TAVTI-Hotel Costs - Law Enforcement	860	MVCPA Funds
Burnet County	TAVTI-Estimated Tax Law Enforcement	138	MVCPA Funds
Burnet County	TAVTI- Meals Law Enforcement	420	MVCPA Funds
Burnet County	Misc - Travel Captain	2,083	MVCPA Funds
Burnet County	Misc- Travel Law Enforcement	5,000	MVCPA Funds
Burnet County	Misc- Travel Administrative	833	MVCPA Funds
Burnet County	Vehicle - Coryell County	30,000	MVCPA Funds
Burnet County	Vehicle Up Fit - Coryell County	6,667	MVCPA Funds
Burnet County	Vehicle - Williamson County	38,333	MVCPA Funds
Burnet County	Vehicle Up Fit - Williamson County	6,667	MVCPA Funds
Burnet County	Vehicle LPR & Accessories	6,083	MVCPA Funds
Burnet County	LPR - Trailer Wrap	2,417	MVCPA Funds
Burnet County	VIN Etching Tool	5,833	MVCPA Funds
Burnet County	TAVTI-Registration	417	MVCPA Funds
Burnet County	Insurance for 6 vehicles and trailer	2,917	MVCPA Funds
Burnet County	Fuel and Maint	25,000	MVCPA Funds
Burnet County	Vehicle Registrations	50	MVCPA Funds
Burnet County	Cell Phones (6)	2,250	MVCPA Funds
Burnet County	Hot Spots (5)	2,500	MVCPA Funds
Burnet County	Investigator Supplies	5,833	MVCPA Funds
Burnet County	Office Supplies	1,250	MVCPA Funds
Burnet County	Canopy	1,333	MVCPA Funds
Burnet County	8-foot Table	108	MVCPA Funds
Burnet County	6-foot Table	133	MVCPA Funds

Entity	Description	Amount	Method
Burnet County	Table covers	42	MVCPA Funds
Burnet County	Chairs	333	MVCPA Funds
Burnet County	Cooler	250	MVCPA Funds
Burnet County	Motorola Licensing Agreement Body Cam/In Car - one year	5,083	MVCPA Funds
Burnet County	Vigilant ESA Basic Licensing - one year	2,730	MVCPA Funds
Burnet County	Flock Camera Licensing - one year	29,167	MVCPA Funds
Burnet County	Flock Trailer Licensing - one year	8,333	MVCPA Funds
Burnet County	Toughbook	3,000	MVCPA Funds
Burnet County	Uniforms	417	MVCPA Funds
Burnet County	OBD Reader wireless and backup	208	MVCPA Funds
Total		750,706	

3.02 As consideration for this Agreement the Parties agree to contribute a total of $150,144 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows in accordance with the provisions of the grant documents:

Entity	Description	Amount	Method
Burnet County	Captain Program Manager Salary	17,058	Prog Income/68A Inspections
Burnet County	Investigator Salary	15,233	Prog Income/68A Inspections
Burnet County	Admin Asst/Crime Analyst Salary	9,923	Prog Income/68A Inspections
Burnet County	Captain Program Manager Fringe	5,810	Prog Income/68A Inspections
Burnet County	Investigator Fringe	5,439	Prog Income/68A Inspections
Burnet County	Admin Asst/Crime Analyst Fringe	4,200	Prog Income/68A Inspections
Burnet County	Investigator OT	725	Prog Income/68A Inspections
Burnet County	Admin OT	473	Prog Income/68A Inspections
Coryell County	Investigator Salary	10,833	Prog Income/68A Inspections
Coryell County	Investigator Fringe	3,800	Prog Income/68A Inspections
Williamson County	Investigator Salary	14,332	Prog Income/68A Inspections
Williamson County	Investigator Fringe	5,217	Prog Income/68A Inspections
Burnet County	TAVTI-Hotel Costs - Law Enforcement	172	Prog Income/68A Inspections
Burnet County	TAVTI-Estimated Tax Law Enforcement	28	Prog Income/68A Inspections
Burnet County	TAVTI- Meals Law Enforcement	84	Prog Income/68A Inspections
Burnet County	Misc - Travel Captain	417	Prog Income/68A Inspections
Burnet County	Misc- Travel Law Enforcement	1,000	Prog Income/68A Inspections
Burnet County	Misc- Travel Administrative	167	Prog Income/68A Inspections
Burnet County	Vehicle - Coryell County	6,000	Prog Income/68A Inspections
Burnet County	Vehicle Up Fit - Coryell County	1,333	Prog Income/68A Inspections
Burnet County	Vehicle - Williamson County	7,667	Prog Income/68A Inspections
Burnet County	Vehicle Up Fit - Williamson County	1,333	Prog Income/68A Inspections
Burnet County	Vehicle LPR & Accessories	1,217	Prog Income/68A Inspections
Burnet County	LPR - Trailer Wrap	483	Prog Income/68A Inspections
Burnet County	VIN Etching Tool	1,167	Prog Income/68A Inspections

Entity	Description	Amount	Method
Burnet County	TAVTI-Registration	83	Prog Income/68A Inspections
Burnet County	Insurance for 6 vehicles and trailer	583	Prog Income/68A Inspections
Burnet County	Fuel and Maint	4,485	Prog Income/68A Inspections
Burnet County	Vehicle Registrations	10	Prog Income/68A Inspections
Burnet County	Cell Phones (6)	450	Prog Income/68A Inspections
Burnet County	Hot Spots (5)	500	Prog Income/68A Inspections
Burnet County	Investigator Supplies	1,167	Prog Income/68A Inspections
Burnet County	Office Supplies	250	Prog Income/68A Inspections
Burnet County	Canopy	267	Prog Income/68A Inspections
Burnet County	8-foot Table	22	Prog Income/68A Inspections
Burnet County	6-foot Table	27	Prog Income/68A Inspections
Burnet County	Table covers	8	Prog Income/68A Inspections
Burnet County	Chairs	67	Prog Income/68A Inspections
Burnet County	Cooler	50	Prog Income/68A Inspections
Burnet County	Motorola Licensing Agreement Body Cam/In Car - one year	1,017	Prog Income/68A Inspections
Burnet County	Vigilant ESA Basic Licensing - one year	546	Prog Income/68A Inspections
Burnet County	Flock Camera Licensing - one year	5,833	Prog Income/68A Inspections
Burnet County	Flock Trailer Licensing - one year	1,667	Prog Income/68A Inspections
Burnet County	Toughbook	600	Prog Income/68A Inspections
Burnet County	Uniforms	83	Prog Income/68A Inspections
Burnet County	OBD Reader wireless and backup	42	Prog Income/68A Inspections
Total		131,868	

Entity	Description	Amount	Method
McLennan County	Investigator Salary	13,360	McLennan County
McLennan County	Investigator Fringe	4,401	McLennan County
McLennan County	Fuel and Maint	515	McLennan County
Total		18,276	

It is anticipated that this grant match obligation shall be funded by income earned from HOTATTF operations (68A Inspections) of $131,868, and the general funds of the County of McLennan for $18,276. The Parties shall not be responsible for any financial obligation not covered by either income earned from 68A Inspections and from the general funds of the County of McLennan.

3.03 As consideration for this Agreement, the Parties agree to maintain accurate accounting records of any funds disbursed pursuant to this Agreement and, if requested, to allow Burnet County and/or granting agencies access to the records for the purpose of performing inspections and audits. The Parties will supply Burnet County Grant Administrator monthly personnel payroll documentation for purposes of monthly expenditure reporting.

3.04 As consideration for this Agreement, Burnet County will report quarterly to MVCPA in accordance with the provisions of the grant documents and upon receipt of payment from MVCPA will reimburse the Parties for their portions of the quarterly expenditures.

3.05 As consideration for this Agreement, pursuant to the MVCPA Grant Administration Manual section 3.4.7, all 68-A Inspections revenue will be deposited into a restricted fund with Burnet County to be used as program income for the Task Force.

ARTICLE IV
EQUIPMENT

4.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. MVCPA will be notified and inventory records will be updated.

4.02 Pursuant to Texas Grant Management Standards - Version 1.1, page 16, any proceeds of equipment including vehicles, hardware and other non-expendable items which were bought with MVCPA grant or matching funds and sold will be deducted from total allowable costs to determine net allowable costs.

ARTICLE V
AMENDMENTS

5.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VI
LEGAL CONSTRUCTION

6.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect 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 VII
UNIFORM ASSURANCES

7.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract

and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction- Grantee on behalf of Heart of Texas Auto Crimes Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise accepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance- The Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE VIII
FINANCIAL ADMINISTRATION & REPORTING

8 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes

ARTICLE X
COMPLIANCE

10 .01 Grantee and sub-grantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and sub-grantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:
(1) Reviewing financial and performance reports required by the local government.
(2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
(3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XI
ENTIRE AGREEMENT

11.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

Approved on this 19th day of August, 2025

Bryan Wilson
Burnet County Judge

Calvin Boyd
Burnet County Sheriff

ATTEST:

Vicinta Stafford
Burnet County Clerk

Roger A. Miller
Coryell County Judge

10/14/25
Date signed

Scott Williams
Coryell County Sheriff

9-14-2025
Date signed

11.02 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

Approved on this 19th day of August, 2025

Bryan Wilson
Burnet County Judge

Calvin Boyd
Burnet County Sheriff

ATTEST:

Vicinta Stafford
Burnet County Clerk

Scott Felton
McLennan County Judge

Date signed

Parnell McNamara
McLennan County Sheriff

Date signed

11.03 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

Approved on this 19th day of August, 2025

Bryan Wilson
Burnet County Judge

Calvin Boyd
Burnet County Sheriff

ATTEST:

COUNTY COURT OF BURNET COUNTY TEXAS

Vicinta Stafford
Burnet County Clerk

Steven Snell
Williamson County Judge

Date signed

Matthew Lindemann

Matthew Lindemann
Williamson County Sheriff

10/29/2025

Date signed

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEART OF TEXAS AUTO THEFT TASK FORCE AND BURNET COUNTY AS ADMINISTRATIVE COUNTY AND THE MCLENNAN COUNTY SHERIFF'S OFFICE

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Heart of Texas Auto Theft Task Force (Task Force), whose address is 1601 E. Polk St, Burnet Texas, 78611, Burnet County (Administrative County), whose address is 220 S. Pierce St., Burnet, TX 78611 and the McLennan County Sheriff's Office, whose address is 901 Washington Avenue, Waco, TX 76701.

2. **Purpose.** The purpose of this MOU is to establish the terms, conditions and services in which the Heart of Texas Auto Theft Task Force will provide for the McLennan County Sheriff's Office.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 2 years. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Services Provided by the Heart of Texas Auto Theft Task Force.**
The Heart of Texas Auto Theft Task Force may provide the following services when available and feasible: assist law enforcement personnel within the County/Municipality described herein with the identification of stolen and altered vehicles, provide investigative personnel to conduct covert and surveillance operations of suspected auto theft rings, "chop-shops", businesses and other common locations related to major theft investigations, provide a minimum of two (2), eight (8) hour TCOLE eligible basic auto theft training classes and provide technical guidance in auto theft investigation cases.

5. **Responsibilities of McLennan County Sheriff's Office.**
The McLennan County Sheriff's Office will provide assistance to the Task Force when feasible and available to all requests for services rendered by the Task Force, assist the Task Force with the proper procedures related to criminal cases being filed with the appropriate courts within McLennan County, detain and hold all prisoners related to Task Force operations until the criminal cases are filed with the appropriate courts in a timely manner. The McLennan County Sheriff's Office shall host and provide an adequate training class room for any training provided to the McLennan County Sheriff's Office by the Task Force.

6. **General Provisions**

A. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Judicial District and County Courts of Burnet County and McLennan County.

C. Entirety of Agreement. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Sovereign Immunity. The Coryell County Sheriff's Office and the Heart of Texas Auto Theft Task Force and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

HEART OF TEXAS AUTO THEFT TASK FORCE

Captain Howard Stinehour - Task Force Commander — Date: 10/27/2025

Sheriff Calvin Boyd – Burnet County — Date: 10.27.25

BURNET COUNTY

Bryan Wilson – Burnet County Judge — Date

CORYELL COUNTY SHERIFF'S OFFICE

Sheriff Scott Williams – Coryell County — Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEART OF TEXAS AUTO THEFT TASK FORCE AND BURNET COUNTY AS ADMINISTRATIVE COUNTY AND THE WILLIAMSON COUNTY SHERIFF'S OFFICE

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Heart of Texas Auto Theft Task Force (Task Force), whose address is 1601 E. Polk St, Burnet Texas, 78611, Burnet County (Administrative County), whose address is 220 S. Pierce St., Burnet, TX 78611 and the Williamson County Sheriff's Office, whose address is 508 S Rock Street, Georgetown, TX 78626.

2. **Purpose.** The purpose of this MOU is to establish the terms, conditions and services in which the Heart of Texas Auto Theft Task Force will provide for the Williamson County Sheriff's Office.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 2 years. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Services Provided by the Heart of Texas Auto Theft Task Force.**
The Heart of Texas Auto Theft Task Force may provide the following services when available and feasible: assist law enforcement personnel within the County/Municipality described herein with the identification of stolen and altered vehicles, provide investigative personnel to conduct covert and surveillance operations of suspected auto theft rings, "chop-shops", businesses and other common locations related to major theft investigations, provide a minimum of two (2), eight (8) hour TCOLE eligible basic auto theft training classes and provide technical guidance in auto theft investigation cases.

5. **Responsibilities of Williamson County Sheriff's Office.**
The Williamson County Sheriff's Office will provide assistance to the Task Force when feasible and available to all requests for services rendered by the Task Force, assist the Task Force with the proper procedures related to criminal cases being filed with the appropriate courts within Williamson County, detain and hold all prisoners related to Task Force operations until the criminal cases are filed with the appropriate courts in a timely manner. The Williamson County Sheriff's Office shall host and provide an adequate training class room for any training provided to the Williamson County Sheriff's Office by the Task Force.

6. **General Provisions**

A. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Judicial District and County Courts of Burnet County and Williamson County.

C. Entirety of Agreement. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Sovereign Immunity. The McLennan County Sheriff's Office and the Heart of Texas Auto Theft Task Force and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

HEART OF TEXAS AUTO THEFT TASK FORCE

Captain Howard Stinehour - Task Force Commander — Date 10/27/2025

Sheriff Calvin Boyd – Burnet County — Date 10-27-25

BURNET COUNTY

Bryan Wilson – Burnet County Judge — Date

MCLENNAN COUNTY SHERIFF'S OFFICE

Sheriff Parnell McNamara — Date

MEMORANDUM OF UNDERSTANDING BETWEEN THE HEART OF TEXAS AUTO THEFT TASK FORCE AND BURNET COUNTY AS ADMINISTRATIVE COUNTY AND THE CORYELL COUNTY SHERIFF'S OFFICE

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Heart of Texas Auto Theft Task Force (Task Force), whose address is 1601 E. Polk St, Burnet Texas, 78611, Burnet County (Administrative County), whose address is 220 S. Pierce St., Burnet, TX 78611 and the Coryell County Sheriff's Office, whose address is 510 E Leon St, Gatesville, TX 76528.

2. **Purpose.** The purpose of this MOU is to establish the terms, conditions and services in which the Heart of Texas Auto Theft Task Force will provide for the Coryell County Sheriff's Office.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than 2 years. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Services Provided by the Heart of Texas Auto Theft Task Force.**
The Heart of Texas Auto Theft Task Force may provide the following services when available and feasible: assist law enforcement personnel within the County/Municipality described herein with the identification of stolen and altered vehicles, provide investigative personnel to conduct covert and surveillance operations of suspected auto theft rings, "chop-shops", businesses and other common locations related to major theft investigations, provide a minimum of two (2), eight (8) hour TCOLE eligible basic auto theft training classes and provide technical guidance in auto theft investigation cases.

5. **Responsibilities of Coryell County Sheriff's Office.**
The Coryell County Sheriff's Office will provide assistance to the Task Force when feasible and available to all requests for services rendered by the Task Force, assist the Task Force with the proper procedures related to criminal cases being filed with the appropriate courts within Coryell County, detain and hold all prisoners related to Task Force operations until the criminal cases are filed with the appropriate courts in a timely manner. The Coryell County Sheriff's Office shall host and provide an adequate training class room for any training provided to the Coryell County Sheriff's Office by the Task Force.

6. **General Provisions**

A. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Judicial District and County Courts of Burnet County and Coryell County.

C. Entirety of Agreement. This MOU, consisting of two (2) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Sovereign Immunity. The Williamson County Sheriff's Office and the Heart of Texas Auto Theft Task Force and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

HEART OF TEXAS AUTO THEFT TASK FORCE

Captain Howard Stinehour - Task Force Commander — Date: 10/27/2025

Sheriff Calvin Boyd – Burnet County — Date: 10-27-25

BURNET COUNTY

Bryan Wilson – Burnet County Judge — Date

WILLIAMSON COUNTY SHERIFF'S OFFICE

Sheriff Matthew Lindemann — Date: 10/29/2025

Commissioners Court - Regular Session **80.**

Meeting Date: 11/18/2025

Criminal Justice Division General Victim Assistance Program Grant FY26 Acceptance

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 to authorize the Williamson County Sheriff's Office to accept the FY2026 Criminal Justice Division General Victim Assistance Program grant.

Background

The Sheriff's Office is seeking approval to accept the FY2026 General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division. On February 11, 2025, the Commissioners Court approved the Sheriff's Office to apply for the General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division (agenda item #36). Our application has been accepted; however, the approved award amount is less than our original request. If we receive approval to accept the grant, we will be awarded approximately $15,985.44 from the OOG, with a required match of $6,674.00. The match will be entirely met through the existing Victim Assistance Coordinator's salary; no other match is required. The project will begin upon acceptance of the grant and end on September 30, 2026. Staff recommends the following action: Approve the Sheriff's Office to accept the FY2026 General Victim Assistance Program grant through the Office of the Governor's Criminal Justice Division and approve appropriate County department personnel to complete documentation relevant to the implementation of the grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SOGA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:44 PM
Form Started By: Starla Hall		Started On: 11/06/2025 08:13 AM
Final Approval Date: 11/10/2025		

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4990502	**Award Amount:**	$15,985.44
Date Awarded:	10/31/2025	**Grantee Cash Match:**	$6,674.00
Grant Period:	10/01/2025 - 09/30/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2026	**Grantee GPI:**	$0.00
Program Fund:	VA-Victims of Crime Act Formula Grant Program	**Total Project Cost:**	$22,659.44
Grantee Name:	Williamson County		
Project Title:	Sheriff's Office Victim Assistance Unit		
Grant Manager:	Shannon Wilson		
Unique Entity Identifier (UEI):	C4BDCBLYNND6		

CFDA:	16.575 - Victims of Crime Act Formula Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime
Federal Award Date:	9/17/2025
Federal/State Award ID Number:	15POVC-25-GG-00366-ASSI
Total Federal Award/State Funds Appropriated:	$113,501,217.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No

Federal/State Award Description:	This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims

Commissioners Court - Regular Session **81.**

Meeting Date: 11/18/2025

Approval of Services and Goods Contract #2026-081 for Jail Camera System Replacement from FreeIT Data Solutions, Inc. for Information Systems

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Services and Goods Contract #2026-081 between Williamson County and FreeIt Data Solutions, Inc. for new equipment and hardware to replace existing Pivot 3 jail camera systems in the total amount of $638,950.84, pursuant to the DIR contract #DIR-CPO-5371, and authorize the execution of the contract.

Background

The approval of this contract will benefit Williamson County Information Systems with an update and replace the county's Pivot 3 jail camera system. The detailed equipment list can be found as "Exhibit A" of the contract. The project completion date is set on or before September 30, 2026. However, this date can be amended at the sole discretion of the County. Due to the secure nature of the system, the signed contract and components attachment is on file with the Purchasing Department and will be routed to the County Judge for signature if approved. Funding Source is 01.0100.0503.005740 as per the FY26 budget. Origination #4171. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 04:07 PM
Form Started By: Barbi Hageman		Started On: 11/03/2025 04:04 PM
Final Approval Date: 11/10/2025		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1381910

Date Filed:
10/27/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
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.
2026-081
FreeIt Q-16145685151 Dell networking equip for jail camera replacement

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 27th day of October (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:
2025-1381910

Date Filed:
10/27/2025

Date Acknowledged:
11/03/2025

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.

2026-081
FreeIt Q-16145685151 Dell networking equip for jail camera replacement

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 **82.**

Meeting Date: 11/18/2025

Approval of Amendment for Southwest Regional Park (SWRP) Entrance Gate 2026-051 with Falkenberg Construction Company Inc. for Parks Department

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Amendment, to extend the project timeline only at no additional cost, with Falkenberg Construction Company Inc. (BuyBoard 728-24) to complete the SWRP Entrance Gate remodel, located at 3005 County Road 175, Leander, Texas 78641.

Background

The initial Agreement 2026-051 noted the project completion date of 11.30.2025. However, lead-time to obtain materials requires a project timeline extension from 11.30.32025 to 1.30.2026 to complete the Entrance Gate remodel. The funding source is 01.0100.3103.004509. Point of Contact is Katie Mikulak.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Contract

TEC 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:40 PM
Form Started By: Theresa Gross		Started On: 11/04/2025 12:08 PM
Final Approval Date: 11/10/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT TO WILLIAMSON COUNTY SERVICES AND GOODS CONTRACT

FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. 543.25)

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

THIS AMENDMENT TO THE SERVICES AND GOODS CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Falkenberg Construction Co. Inc.** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective October 24, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the effective date and term due to delays in receiving materials.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

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" of the Original

Contract shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date shall be on or before January 30, 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.

Entire Agreement & Incorporated Documents: This Amendment 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 Amendment include the following:

A. The Original Williamson County Services and Goods Contract, and its Exhibits approved October 24, 2025, incorporated by reference;
B. This Amendment.

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

II. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20___

Falkenberg Construction Co. Inc.:

_____
Authorized Signature

John E. Castro
Printed Name

Date: Nov 4, 20 25

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
FALKENBERG CONSTRUCTION CO., INC.
(Proposal No. 543.25)

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Proposal No. 543.24 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 November 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 ByBoard COOP contract number 728-24. The not-to-exceed amount for the life of this contract shall be Twenty-Three Thousand Five Hundred Eighty-Eight Dollars ($23,588.00).

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.

IV.

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.

IV.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

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

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

XXII.

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

A. As described in the attached Proposal No. 543.25, marked as **Exhibit "A"**;
B. The cooperative purchasing BuyBoard Contract No.: 728-24, 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.

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

Steve Snell

County Judge/Presiding Officer

Date: Oct 24, 2025, 20

FALKENBERG CONSTRUCTION CO., INC.:

Authorized Signature

Moses Gomez

Printed Name

Date: October 06 2025

Exhibit "A"
Proposal No. 528.24

Falkenberg
CONSTRUCTION CO., INC.
2435 109TH ST | GRAND PRAIRIE, TX 75050
T 214.324.4779 FALKENBERGCONSTRUCTION.COM

September 17, 2025

Williamson County Parks
219 Perry Mayfield Blvd
Leander, TX 78641

Proposal No.: 543.25

Reference: SWRP Entrance Gate Remodel

Contract No.: Buy Board 728-24

Attention: Toby Bonnet

We propose to furnish labor, material and equipment for the SWRP Entrance Gate Remodel project for the sum as follows:

Proposal Breakdown		
RS Means Cost		**$24,069.39**
Coefficient	**0.98**	$481.39
Sub Total		$23,588.00
Bond	**0.00%**	**$0.00**
TOTAL		**$23,588.00**

Twenty-Three Thousand Five Hundred Eighty-Eight and 00/100 ---------- Dollars.

I. Documents:
- **A. Drawings:** N/A
- **B. Specifications** N/A

II. Scope of Work:
Remodel (4) Entrance Gates with (2) Dual Gate Openers
- Remove existing gate
- Remove all unneeded/unwanted posts
- Remove current opener system in place
- Dispose of gate, posts, and opener (if customer doesn't want to save them)
- Reuse current gate post to mount new gate
- Custom fabricate (4) gates of same similar style and materials
- Mount gates with large heavy duty barrel hinges
- Verify gate opens and closes smoothly
- Paint gate green as per requested by customer and add reflective tape and any signs provided
- Provide and Install (2) Lift Master dual opener
- Install 24 V Solar Power Supply
- Position and program to operate properly
- Program timer to desired time frame customer requires
- Install key pad and program entry code
- Install receiver and program the 6 customer requested clickers
- Verify proper instillation and operations of all gate systems
- Daily & Final Clean Up

III. Exclusions:
Sales tax, overtime, permit fees
MEP Work
Any work outside of pre-discussed scope
Daily supervision of jobsite

IV. Clarifications:
This Proposal will remain in effect for a period of (30) Days

Thank you for the opportunity to bid this and any future projects.

Sincerely,

Falkenberg Construction Co., Inc.

Brian McCleary
Project Engineer

Agenda Item #18, CC 10.21.2025 Approval of Services and Goods Contract 2026-051 Falkenberg for Parks (Vickie)

Final Audit Report 2025-10-24

Created:	2025-10-20
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQCkqvWcTvL6BgIwj7ZRQW8k2nrRd6oeT

"Agenda Item #18, CC 10.21.2025 Approval of Services and Goods Contract 2026-051 Falkenberg for Parks (Vickie)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-10-20 - 7:38:29 PM GMT- IP address: 173.219.39.210

Document emailed to delia.colon@wilco.org for delegation
2025-10-20 - 7:39:43 PM GMT

Email viewed by delia.colon@wilco.org
2025-10-20 - 7:41:14 PM GMT- IP address: 66.76.4.65

Document signing delegated to Steve Snell (steve.snell@wilcotx.gov) by delia.colon@wilco.org
2025-10-21 - 7:00:38 PM GMT- IP address: 66.76.4.65

Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature
2025-10-21 - 7:00:38 PM GMT

Email viewed by Steve Snell (steve.snell@wilcotx.gov)
2025-10-24 - 3:02:13 PM GMT- IP address: 166.205.58.21

Document e-signed by Steve Snell (steve.snell@wilcotx.gov)
Signature Date: 2025-10-24 - 3:02:28 PM GMT - Time Source: server- IP address: 166.205.58.21

Agreement completed.
2025-10-24 - 3:02:28 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:
2025-1384957

Date Filed:
11/04/2025

Date Acknowledged:
11/05/2025

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

Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

Willamson 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.

543.25
Wilco Parks - SWRP Entrance Gate Remodel

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Castro, JOHN	Grand Prairie, TX United States	X	
Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

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Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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543.25
Wilco Parks - SWRP Entrance Gate Remodel

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		Controlling	Intermediary
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Gomez, Moses	Grand Prairie, TX United States	X	
Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

[redacted]

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Meeting Date: 11/18/2025

Approval of Services and Purchase Contract #2026-090 for New Shade Structures for Williamson County Expo Center with ShadePro, LLC for Parks and Recreation

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 approving the Services and Purchase Contract #2026-090 with ShadePro, LLC. for new Shade Structures, pursuant to BuyBoard Contract #679-22 at the Williamson County Expo Center for Parks and Recreation in the amount of $337,000.00 and authorize execution of this agreement. The funding source is 01.0100.3106.004509.

Background

This Services and Purchase Contract #2026-090 is attached between Williamson County and ShadePro, LLC for new Shade Structures, pursuant to BuyBoard Contract # 679-22, at the Williamson County Expo Center, located at 5350 Bill Pickett Trail, Taylor, Texas 76574. Funding Source is 01.0100.3106.004509, the Origination ID is 4002, and the Point of Contact is Jason Brown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Shade Pro Contract REDACTED

1295 Form ShadePro LLC REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:46 PM
Form Started By: Vickie Johnson		Started On: 11/06/2025 10:34 AM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
SERVICES AND PURCHASE CONTRACT
ShadePro, L.L.C.
(Proposal dated September 11, 2025)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached **Proposal dated September 11, 2025** being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

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

II.

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect 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 September 25, 2026. This date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit "A"** and in accordance with cooperative contract BUYBOARD 679-22. The not-to-exceed amount for the life of this Contract is Three Hundred Thousand Thirty-Seven Hundred Dollars ($337,000.00).

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

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

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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.

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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.

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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.

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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.

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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.

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XX.

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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 **Proposal dated September 11, 2025** marked **Exhibit "A,"**;
B. Cooperative Contract: BUYBOARD 679-22. Incorporated by reference and
C. Insurance certificates evidencing coverages required herein above.

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

XXIII.

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

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___

SERVICE PROVIDER:

ShadePro, L.L.C.
Name of Service Provider

_____
Authorized Signature

Tyler Arnold
Printed Name

Date: **November** **5th**, 20**25**

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 05 2025 Time: 4:01 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 05 2025 Time: 2:35 pm

EXHIBIT A
Proposal dated September 11, 2025

ShadePro, L.L.C

8690 FM 306
New Braunfels TX 78132
210-651-1041 Phone
830-221-8141 Cell
www.ShadePro.com
Tyler@ShadePro.com

PERMANENT SHADE STRUCTURES

Proposal

Date: September 11, 2025

Quote Valid for 90 Days

Billing Address:

Company:	[redacted]
Contact:	[redacted]
Address:	[redacted]
City/State/Zip:	[redacted]
Phone:	[redacted]
Mobile Phone:	[redacted]
E-mail:	[redacted]

Installation Address:

Company:	[redacted]
Contact:	[redacted]
Address:	[redacted]
City/State/Zip:	[redacted]
Phone:	[redacted]
Mobile Phone:	[redacted]
E-mail:	[redacted]

Qty	Size	Hgt	Structure Type	Style	Netting	Frame Color	Unit Price	Total
7	21'x28'		Windscreen Bay - West Side					$ 337,000.00
			Refer to Original Set of Drawings for Sizes					$ -
								$ -
								$ -
								$ -
								$ -

Texas Stamped Engineer Drawings $1495.00 (Optional)	Included
Private Utility Locate Services / HydroVac Services $795.00 (Optional)	Included
Delivery and Installation	Included

ShadePro BuyBoard Contract #679-22

Sub Total	$ 337,000.00
Sales Tax	Exempt
Total	$ 337,000.00
Amount Due Now	PO
Upon Completion	$ 337,000.00

Method of Payment

☐ Check Number: _____ Amount Collected: _____

☐ Credit Card Number: _____ Exp Date: _____

Name on Card: _____ Security Code: _____

When a check is provided as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Privacy Act Statement required by 5 U.S.C. 552a(e)(3) as governed by the rules of the NACHA. If you wish to opt out of check conversion notify us on this document and return with payment.

Tyler Arnold 830-221-8141
ShadePro Representative

September 11, 2025
Date

(X) _____
Purchase Order #

_____
Date on PO

ShadePro, L.L.C., 8690 FM 306 New Braunfels TX 78132 (the "company") hereby agrees as follows:

1. **Service.** The company will provide freight, labor, and materials to the property located at the installation address in accordance to the terms and conditions of this agreement.

2. **Warranty.** During the term of the warranty, the Company will provide service to the customer when deemed necessary, provided that the Customer's account with the Company is current and/or paid in full. The limited warranty stated in this section is given in lieu of any other guarantee or warranty, whether expressed or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.

3. **Terms.**

Refer to terms of issued Purchase Order Approved by Tyler Arnold - ShadePro LLC

4. **Access to property.** Customer hereby grants the Company's service technicians and installation crew's access to the property for the purpose of a complete installation. If the customer is unavailable to provide an installer access to the property at any certain time, the customer must notify the company upon signing of the contract.

5. **Disclaimers and Limitation of Liability.** The company will not be responsible for (1) any past, present, or future damage to the property not caused by a Company Representative (2) damage to underground wiring-unless the Company has been given by the customer plans locating all underground wiring and have been previously marked by the customer. It is the customer's responsibility to contact 811, call before you dig services 48 hours prior to installation.

6. **Manufacturer's Warranty.** Warranty will be validated upon final payment of the invoice. Failure to pay final balance due will result in the warranty being voided. Warranty covers Commercial 95 Shade netting failure due to Ultraviolet deterioration, and faulty workmanship for a period of ten years. Not covered are rips and tears caused by means other than faulty workmanship. Shade netting is not warranted against contact with chemicals, caustic materials, open flames, or any other heat source. ShadePro is not responsible for errors or damage in installation or modification by non ShadePro approved installers and the warranty will become void. The warranty will become void if installed on frames other than those manufactured by ShadePro. Steel frames are covered for a period of twenty years against failure due to corrosion or faulty workmanship. ShadePro does not warranty against surface rust, however the frame is guaranteed not to fail due to corrosion or rust on the frame. Hardware, fittings, and cable are warranted for one year. Powder Coated (PC) steel finish is warranted for one year. Industial Coating (IC) steel finish is warranted for two years.

7. **Adverse weather conditions and natural disasters.** Shade Structures are warranted not to fail in winds up to 90 miles per hour. The warranty does not cover natural disasters such as hurricanes, earthquakes, blizzards, shifts of terrain, micro/macros burst, or tornados in general vicinity. The installation warranty will be considered void if a ShadePro product is installed within the boundaries of a flood plane or failure due to saturated terrain or floods. If the structure is installed in an area exposed to hurricanes, remove shade netting and roof structure when a hurricane warning is issued. The fixed posts will normally withstand hurricane force winds if installed by a ShadePro trained installer.

8. **Permits.** Quoted price does not include the cost of permits. It is the customer's responsibility to obtain and pay for all permits. Required drawings will be an additional expense.

9. **Product Liability.** The company is not responsible for injuries or accidents on, near, or around installed products during and after the installation. Be cautious around the construction site during the installation , keep children and pets away from area under construction at all times.

I have read, understood, and agree to all of the terms listed above.

Purchase Order Will Be Accepted

ShadePro
Permanent Shade Structures

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:
2025-1383170

Date Filed:
10/30/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
SHADEPRO LLC
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.
2026-090
Screens for West Arena at Expo

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

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

6 UNSWORN DECLARATION

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

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

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

Executed in **Comal** County, State of **Texas**, on the **30th** day of **October** (month), 20**24** (year).

Jennifer A. Harris
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:
2025-1383170

Date Filed:
10/30/2025

Date Acknowledged:
11/06/2025

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

SHADEPRO LLC
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.

2026-090
Screens for West Arena at Expo

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

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

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **84.**

Meeting Date: 11/18/2025

Award of RFP #25RFP78 Elevator Maintenance and Repair Services to Central Texas Elevator, LLC for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action awarding RFP #25RFP78 Elevator Maintenance and Repair Services to Central Texas Elevator, LLC in the not-to-exceed amount of Five Hundred Thousand Dollars ($500,000.00) per year and authorize execution of the agreement.

Background

Williamson County sent out over five hundred fifty-four (554) notifications and received eight (8) submissions. The evaluation committee is recommending Central Texas Elevator, LLC be awarded RFP #25RFP78 Elevator Maintenance and Repair Services to provide Elevator Maintenance and Repair Services on a routine and as-needed basis for several Williamson County-owned premises. This contract takes effect on the last party's execution and continues until September 30, 2028, and may be renewed for up to three (3) additional one-year terms. The funding source is as needed, per department, per budget. Origination #2515 and the point of contact is Christi Stromberg with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Recommendation Letter

Evaluation Sheet Redacted

Pricing Sheet

Form 1295 Central Texas Elevator, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:13 PM
Form Started By: Michelle McKinney		Started On: 11/05/2025 03:37 PM
Final Approval Date: 11/10/2025		

Master Services Agreement

(25RFP78 Elevator Maintenance and Repair Services)

This Master Services Agreement for Services ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Central Texas Elevator, 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 elevator maintenance and repair services (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 not-to-exceed amount of **Five Hundred Thousand Dollars ($500,000.00), per fiscal year** in accordance the Price Sheet, attached hereto as **Exhibit "A,"** and 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 outlined in the County's solicitation documents 25RFP78 Elevator Maintenance and Repair Services.

ARTICLE 4 CONTRACT TIME:

4.1 This Agreement shall be in full force and effect as of the date of the last party's execution below and shall continue until **September 30, 2028** ("Initial Term"). At the end of the Initial Term, the parties shall have the option to renew the Agreement for up to three (3) additional one-year (1) terms, with the terms and conditions remaining the same.

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 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" – Price Sheet;
3. Request for Proposal #25RFP78; 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. Request for Proposal #25RFP78; 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:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Central Texas Elevator, LLC
By: _____	By: _____
Printed Name: _____	Printed Name: Breann Leighton
Title: _____	Title: General Manager
Date: _____	Date: 11/03/2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 03 2025 **Time:** 10:56 am

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 03 2025 **Time:** 10:10 am

Exhibit “A”

Price Sheet

25RFP78 - ATTACHMENT F: PRICING SHEET

DATE: 10/16/2025

PROJECT: Williamson County – Multiple Locations

SUBMITTED BY: Central Texas Elevator, LLC

Name of CONTRACTOR

Breann Leighton 737-278-0021

CONTRACTOR'S Representative Telephone Number

123 Bobs Trail

Street Address

Bastrop, TX 78602

City, State Zip

1.1 CONTRACTOR'S BASE QUOTATION

A. Having examined the Contract Documents and having reviewed site conditions, applicable codes and all conditions affecting and governing the work, the Undersigned Contractor hereby offers to provide all engineering, labor, materials, transportation, services, and equipment necessary and incidental to properly execute required work of the Contract Documents for the following fees.

B. Enter a cost figure for all pricing requested. Failure to comply will subject the quotation to disqualification.

1. Proactive preventive maintenance for all equipment, in full accord with this RFP and Lerch Bates Maintenance Specification for Year 1.

WILLIAMSON COUNTY – MULTIPLE LOCATIONS						
Building	Address	Car ID	Equipment	Total Units	Monthly Price	Annual Price
Animal Shelter	1855 SE Inner Loop, Georgetown, TX 78626	1	Schindler 3300 MRL	1	$ 220.00	$ 2640
Cedar Park Annex (Precinct 2)	350 Discovery Blvd, Cedar Park, TX 78613	1	Dover DMC Hydraulic	1	$ 212.00	$ 2544
EMS Training	3189 SE Inner Loop, Georgetown, TX 78626	1	TKE TAC32 HMRL	1	$ 212.00	$ 2544

Georgetown Annex	100 Wilco Way, Georgetown, TX 78626	1-2	TKE TAC32 HMRL	2	$ 212.00	$ 2544
Historical Museum	716 S Austin Ave, Georgetown, TX 78626	1	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Historical Courthouse	710 S Main St, Georgetown, TX 78626	1	Schindler 330A Hydraulic	1	$ 212.00	$ 2544
Taylor Annex	412 Vance St, Taylor, TX 76574	1	Dover DMC Hydraulic	1	$ 212.00	$ 2544
TX Ave/WCCCHD	355 Texas Ave, Round Rock, TX 78664	1	Otis 211 Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	1	Dover Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	2	Dover Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	3	Dover Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	4	Dover Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	5	Dover Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	6	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	7	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	8	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Justice Center	405 MLK St, Georgetown, TX 78626	9	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Parking Garage	305 W 4th St, Georgetown, TX 78626	1	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	1	Dover Hydraulic	1	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	2-3	Dover Hydraulic	2	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	4	Dover Hydraulic	1	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	5	Dover Hydraulic	1	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	6	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	7	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	8	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544

Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	9	TKE TAC32 HMRL	1	$ 212.00	$ 2544
Jail/Sheriff's Office	508 Rock St, Georgetown, TX 78626	10	TKE TAC20 Hydraulic	1	$ 212.00	$ 2544
			Totals	29	$ 5732	$ 68784

2. Elevator Contractor Monthly or Quarterly Maintenance Hours: Purchaser's special request for overtime service on specific elevators with hour requirements.

Car ID	Building	AHJ ID	Elevator Contractor Minimum Monthly Maintenance Hrs. Per Car	Purchaser's Requested Overtime Maintenance Hrs.	Total Annual Hours
1	Animal Shelter	105118	1.0 per Month or 3.0 per Quarter	N/A	12.0
1	Cedar Park Annex (Precinct 2)	35115	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	EMS Training	97372	0.5 per Month or 1.5 per Quarter	N/A	6.0
1-2	Georgetown Annex	93139, 93140	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	Historical Museum	55617	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	Historical Courthouse	65369	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	Taylor Annex	43985	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	TX Ave/WCCHD	44548	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	Justice Center	13824	0.5 per Month or 1.5 per Quarter	N/A	6.0
2	Justice Center	13823	0.5 per Month or 1.5 per Quarter	N/A	6.0

Car ID	Building	AHJ ID	Elevator Contractor Minimum Monthly Maintenance Hrs. Per Car	Purchaser's Requested Overtime Maintenance Hrs.	Total Annual Hours
3	Justice Center	13822	0.5 per Month or 1.5 per Quarter	N/A	6.0
4	Justice Center	43117	0.5 per Month or 1.5 per Quarter	N/A	6.0
5	Justice Center	13821	0.5 per Month or 1.5 per Quarter	N/A	6.0
6	Justice Center	57609	0.5 per Month or 1.5 per Quarter	N/A	6.0
7	Justice Center	57608	0.5 per Month or 1.5 per Quarter	N/A	6.0
8	Justice Center	57754	0.5 per Month or 1.5 per Quarter	N/A	6.0
9	Justice Center	57607	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	Parking Garage	51476	0.5 per Month or 1.5 per Quarter	N/A	6.0
1	Jail / Sheriff's Office	13814	0.5 per Month or 1.5 per Quarter	N/A	6.0
2-3	Jail / Sheriff's Office	13813, 13820	0.5 per Month or 1.5 per Quarter	N/A	6.0
4	Jail / Sheriff's Office	13819	0.5 per Month or 1.5 per Quarter	N/A	6.0
5	Jail / Sheriff's Office	13818	0.5 per Month or 1.5 per Quarter	N/A	6.0
6	Jail / Sheriff's Office	55628	0.5 per Month or 1.5 per Quarter	N/A	6.0
7	Jail / Sheriff's Office	55649	0.5 per Month or 1.5 per Quarter	N/A	6.0
8	Jail / Sheriff's Office	55650	0.5 per Month or 1.5 per Quarter	N/A	6.0
9	Jail / Sheriff's Office	New Unit	0.5 per Month or 1.5 per Quarter	N/A	6.0
10	Jail / Sheriff's Office	55651	0.5 per Month or 1.5 per Quarter	N/A	6.0

1.2 PRE-MAINTENANCE COSTS

A. Base Bid Pricing is based on the execution of the following repairs and work.

Williamson County					
Building	Description of Work	Labor	Materials	Total	Project Duration
N/A	No Pre-maintenance work found at survey	$	$	$	

Williamson County					
Building	Description of Work	Labor	Materials	Total	Project Duration
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	

1.3 OBSOLETE / PRORATED EQUIPMENT

A. Identify each existing component the contractor can confirm to be obsolete or is requiring to be prorated.

B. Base Bid Pricing excludes/prorates the following equipment.

Williamson County					
Building	Description of Work	Labor	Materials	Total	Project Duration
Cedar Creek Annex	Mod Recommended- Dover DMC	$	$	$	See 25RFP77
Taylor Annex	Mod Recommended Dover DMC	$ 53,400.00	$ 35,600.00	$	$89k budget, 3-4 weeks
Historical Museum	Mod Recommended- TAC 20	$ 53,400.00	$ 35,600.00	$	$89k budget, 3-4 weeks
Historical Courthouse	Mod Recommended- Schindler 330A	$ 55,500.00	$ 37,000.00	$	$92.5k budget, 3-4 weeks
Justice Center	Mod Recommended 5 Dover, 4 TAC 20	$	$	$	See 25RFP77
Parking Garage	Mod Recommended -TAC 20	$ 56,400.00	$ 37,600.00	$	$94k budget, 4-5 weeks
Jail/Sheriffs Office	Mod Recommended 4 Dover, 4 TAC 20	$	$	$	See 25RFP77
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
	** Template is not calculating totals **	$	$	$	

Williamson County					
Building	Description of Work	Labor	Materials	Total	Project Duration
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	

1.5 LABOR AND MATERIAL ADJUSTMENT

A. Price(s) offered by Contractor shall remain firm for the term of the contract. If available, should the County choose to exercise the option to renew, the prices offered shall also remain firm for the option years. For any price changes that are industry wide and beyond the control of the Contractor, it will be the responsibility of the contractor to provide documentation to the County substantiating the changes to the original bid price. Any price changes shall be presented to the County for Commissioner's Court review. If the price change is approved by Commissioner's Court, a renewal of the contract with an Amendment to the price of the contract will be prepared for the Vendor's review and approval. Should the price change not be approved by Commissioner's Court, the contract will not be renewed.

B. Price escalations shall be limited to a maximum of 3.5% over the current price in any twelve-month period.

C. LABOR RATES

BILLING RATE	MECHANIC	HELPER	TEAM	ADJUSTER
Regular Time	$ 350.00	$ 270.00	$ 425.00	$ 350.00
Overtime at 1.5	$ 525.00	$ 405.00	$ 637.50	$ 525.00
Overtime at 2.0	$ 675.00	$ 540.00	$ 850.00	$ 675.00

Regular Time - Rates for standard working hours from 6:00 a.m. to 6:00 p.m.
Overtime at 1.5 - Rates for work performed after 6:00 p.m. and before 6:00 a.m. or on Saturdays.
Overtime at 2.0 - Rates for performed on Sundays and Holidays, as defined in Attachment B - Scope of Work, Section 1.11.A, of this RFP.

D. MATERIAL ADJUSTMENT

1. 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.

2. 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.

3. Contractor may invoice for parts and materials on a cost-plus basis. The contractor may invoice at 15 % markup.

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

October 16, 2025

To: Williamson County Purchasing Department

Re: 25RFP78 - Elevator Maintenance and Repair Services
Recommendation of Agreement Award

The RFP Evaluation Committee recommends awarding Central Texas Elevator, LLC. This evaluation is based on all criteria outlined in 25RFP78 - Elevator Maintenance and Repair Services. Proposal pricing is within budget for these services.

Central Texas Elevator, headquartered in Bastrop, Texas, has local mechanics throughout the Austin area with stocked service vehicles to provide a quick response for elevator maintenance, repair, modernization, and inspection services across public and private facilities in Central Texas. The company employs highly qualified technical staff with decades of combined elevator industry experience across all major manufacturers, including Otis, Schindler, TKE, and Dover. The staff hold the required certifications and training, including completion of the International Union of Elevator Constructors (IUEC) National Elevator Industry Education Program (NEIEP).

The company has extensive experience servicing various governmental entities such as Bell County, Bastrop ISD, and other agencies providing preventive maintenance, repairs, emergency service, and modernization upgrades to the elevator systems.

The Facilities Management Department recommends that the Williamson County Commissioners Court award the contract based on the committee's evaluation.

Sincerely,

Dale Butler
Senior Director
Williamson County Facilities Management

25RFP78- Williamson County Elevator Maintenance & Repair Services for Williamson County, Texas Evaluation Date Friday, October 3, 2025 @ 10:00 AM			ATTA Elevator	Oracle Elevator Holdco, Inc. DBA Elevated Facility	Metro Elevator	Fortress Elevator, LLC	ACE Elevator	Central Texas Elevator	Boyer Elevator Services	TK Elevator
Evaluation Criteria	**Max Points**									
Proposal Requirements and Completeness of Proposal •Attachment J- Form CIQ-Conflict of Interest Questionnaire, •Attachment K-Proposal Affidavit (Signature),	**P/F**		Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Relevant Experience and Qualifications •Attachment C-Transmittal Letter, •Attachment E-Executive Summary, •Attachment H-Similar Contracts	**35**		20	35	32	22	20	35	20	22
Price •Attachment F-Pricing Sheet	**30**		17	22	21	21	30	23	15	21
Proposed Methodology •Attachment M-Proposed Methodology	**20**		10	20	20	20	10	20	13	19
References, Experiences, Reputation, and Compliance •Attachment G-Proposal References, •Attachment I-Cancelled or Terminated Contracts	**15**		2	15	12	10	8	15	8	3
Total	**100**		**49**	**92**	**85**	**73**	**68**	**93**	**55**	**65**

Pricing	ATTA Elevator	Oracle Elevator Holdco, Inc. DBA Elevated Facility	Metro Elevator	Fortress Elevator, LLC	ACE Elevator	Central Texas Elevator	Boyer Elevator Services	TK Elevator
Regular Time - Mechanic	$ 395.00	$ 230.00	$ 375.00	$ 189.00	$ 205.00	$ 375.00	$ 280.00	$ 422.16
Regular Time - Helper	$ 275.00	$ 170.00	$ 300.00	$ 155.00	$ 143.00	$ 297.00	$ 200.00	$ 300.00
Regular Time - Team	$ 550.00	$ 400.00	$ 675.00	$ 378.00	$ 348.00	$ 425.00	$ 480.00	$ 722.16
Regular Time - Adjuster	$ 425.00	$ 230.00	$ 486.75	$ 220.00	$ 255.00	$ 375.00	$ 345.00	$ 493.00
Monthly Total Cost	$ 7,865.00	$ 5,880.00	$ 6,120.00	$ 6,085.00	$ 4,329.00	$ 5,737.00	$ 8,700.00	$ 6,305.47
PM Total Annual Price	$ 94,380.00	$ 70,560.00	$ 73,440.00	$ 73,020.00	$ 51,948.00	$ 68,844.00	$ 104,400.00	$ 75,665.64

Price Points Based on PM Total Cost (lowest fee/respondent fee)*30								
	17	22	21	21	30	23	15	21

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:
2025-1383980

Date Filed:
11/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Central Texas Elevator, LLC
Bastrop, 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.
25RFP78
Elevator maintenance and repair services

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Breann Leighton, 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 Bastrop County, State of Texas, on the 03 day of November (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1383980

Date Filed:
11/03/2025

Date Acknowledged:
11/05/2025

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

Central Texas Elevator, LLC
Bastrop, 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.

25RFP78
Elevator maintenance and repair services

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **85.**

Meeting Date: 11/18/2025

Approval of Agreement No. 2026-030 with Siemens Industry, Inc. for HVAC and BAS maintenance and minor repairs for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Master Service Agreement #2026-030, between Williamson County and Siemens Industry, Inc. for HVAC and Building Automation System (BAS) maintenance and minor repairs in the not-to-exceed amount of Five-Hundred Thousand Dollars ($500,000.00) per year pursuant to TIPS Cooperative Contract #25010401 and authorize execution of the agreement.

Background

This Master Service Agreement for HVAC and Building Automation System (BAS) maintenance and minor repairs for various Williamson County Facilities between Williamson County and Siemens Industry, Inc is to be able to utilize the vendor for services as they arise. The contract number with TIPS is # 25010401. No pricing sheet for this MSA. Scope of Work (SOW) with the quoted amount is to be verified with the COOP vendor, which will be supplied with a PO request. This MSA will be valid as of the date of execution through April 30, 2030. The funding source is 01.0100.0509.004510, Origination #3601 and the point of contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Master Service Agreement

Form 1295 Siemens Industry, Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:48 PM
Form Started By: Michelle McKinney		Started On: 11/06/2025 04:10 PM
Final Approval Date: 11/10/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

MASTER SERVICES AGREEMENT
WITH
SIEMENS INDUSTRY INC.
FY26

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

THIS MASTER SERVICES AGREEMENT ("Agreement") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Siemens Industry, 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: The services to be provided include HVAC and BAS maintenance and minor repairs as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

II.

Goods: The goods to be provided include moving supplies, as needed throughout Williamson County. Related services will be outlined in a Statement of Work ("SOW") to be provided by Service Provided upon the direction of the County.

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

III.

Effective Date and Term: This Contract shall be in full force and effect when signed by all parties and shall continue through April 30, 2030. Unless terminated sooner pursuant to paragraph XXII below, if applicable, at the end of the agreement term, Williamson County Commissioners Court reserves the right to renew the agreement for up to four (4) additional one-year terms by mutual agreement of both parties, as it deems to be in the best interest of Williamson County.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this Agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: Service Provider shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. Service Provider shall enforce strict discipline and good order among their respective employees and other persons carrying out the Agreement. Service Provider shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: Service Provider agrees, in connection with the services or any related items to the subject matter of this Agreement, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally, Service Provider shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: Service Provider agrees to advise the County and its representative(s) within 24 hours of any errors, mistakes, potential problems or any other problematic

issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VIII.

Cleaning Up: Service Provider shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the work, Service Provider shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Service Provider fails to clean up as provided, the cost thereof shall be charged to Service Provider by deducting from final fee or as necessary.

IX.

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

X.

Indemnification: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE SERVICES DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT

JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

XI.

Service Provider's Employees: Service Provider covenants and agrees that all personnel engaged shall be employees of Service Provider, and Service Provider shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. Service Provider shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. Service Provider shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XII.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for specific projects as defined in a SOW and in accordance with Coop Contract - TIPS #25010401. The not-to-exceed amount payable by County under this Agreement shall be **Five Hundred Thousand Dollars ($500,000.00)** per fiscal year. In no event may the aggregate amount of compensation authorized under any SOWs exceed the said not-to-exceed amount.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

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

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

As a minimum, invoices shall include:

a) Name, address, and telephone number of Service Provider and similar information in the event the payment is to be made to a different address
b) County Agreement, Purchase Order, and/or delivery order number
c) Identification of items or services as outlined in the Agreement
d) Quantity or quantities, applicable unit prices, total prices and total amounts
e) Any additional payment information which may be called for by the Agreement

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilcotx.gov 512-943-1500

XIII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect the County due to the County's determination that the work has not progressed to the point indicated in the Agreement documents or that the quality of work is not in accordance with the Agreement documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect the County from loss for which Service Provider is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the Agreement sum;
3. damage to the County;
4. reasonable evidence that the work will not be completed within the Agreement time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the Agreement documents.

XIV.

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

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

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

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

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

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

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

"Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under the policies required above excluding workers compensation, and on those policies where "Williamson County, Texas, its directors, officers and employees" are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it.

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

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

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

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

XV.

No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States.

XVI.

Warranty: Service Provider warrants to the County that materials, workmanship and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the Agreement documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XVII.

Taxes: Service Provider shall pay all sales, consumer, use and similar taxes for the work provided by Service Provider which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect. If the cost of performing the work is increased due to a change in law enacted after the date of an SOW that imposes new or increased taxes or tariffs, then Service Provider may request a change order including submitting reasonable backup substantiating the request for the County's written approval.

XVIII.

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

XIX.

No Assignment: Service Provider may not assign this Agreement.

XX.

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

XXI.

Confidentiality: Service Provider expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit

and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XXII.

Termination: This Agreement may be terminated at any time at the option of the County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to Service Provider for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXIII.

Right of Funds: Despite the agreed upon method of payment set forth above, Service Provider agrees to return to Williamson County pro-rata portion of unearned funds distributed to Service Provider if (a) Service Provider's project progress is insufficient; (b) this Agreement is terminated for any reason; or (c) Service Provider fails in any other respect under this Agreement.

XXIV.

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

XXV.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:
Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

SERVICE PROVIDER
Siemens Industry Inc.
100 Technology Drive
Alpharetta, GA 30005

XXVI.

Limitation of Liability. EXCLUDING LOSSES COVERED BY SERVICE PROVIDER'S INSURANCE, SERVICE PROVIDER'S MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANYTHEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT

(INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, INDEMNITY OR OTHERWISE, SHALL NOT EXCEED, IN RESPECT TO EACH SOW ISSUED HEREUNDER.

XXVII.

Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER WILLIAMSON COUNTY NOR SERVICE PROVIDER SHALL BE LIABLE WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY TYPE OF INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

XXVIII.

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

XXIX.

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.

XXX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Agreement, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Agreement by reference. The Williamson County Vendor Reimbursement Policy can be found at: Williamson County Vendor Reimbursement Policy March 2023 (https://www.wilcotx.gov/351/Vendor-Reimbursement). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXXI.

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. Coop Contract - TIPS #25010401, incorporated by reference
C. Statements of Work (SOWs) issued under the Agreement 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) and (2) Statements of Work (SOWs) issued under the Agreement and (3) any SOW issued under the Agreement, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement, its exhibits and amendments (if any) and (2) Statements of Work (SOWs) issued under the Agreement then (3) the SOW issued under the Agreement.

XXXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ _____, 20___

SIEMENS INDUSTRY, INC.

Amber Robinson
Electronically signed by: Amber Robinson
Date: Nov 5, 2025 08:16:04 MST

_____
Authorized Signature

Amber Robinson – Southwest Zone Vice President
Printed Name

Dated: 11/05/2025 _____, 20____

MT
Electronically signed by: Melvin Tetteh
Date: Nov 5, 2025 11:14:19 CST

Melvin Tetteh – FBA Area Manager
SBT-0852929

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Nov 05 2025 Time: 12:02 pm

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Nov 05 2025 Time: 3:55 pm

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1369725

Date Filed:
09/29/2025

Date Acknowledged:

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

Siemens Industry 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.

2026-030
Trades, Labor, and Materials (Non-JOC)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siemens Industry Inc	Austin, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Chris Boerkei, 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 29th day of September, 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:
2025-1369725

Date Filed:
09/29/2025

Date Acknowledged:
11/06/2025

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

Siemens Industry 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.

2026-030
Trades, Labor, and Materials (Non-JOC)

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Siemens Industry Inc	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 **86.**

Meeting Date: 11/18/2025

Award of RFP #25RFP77 Elevator Refurbishments to Central Texas Elevator, LLC for Facilities Management

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action awarding RFP #25RFP77 Elevator Refurbishments to Central Texas Elevator, LLC in the amount of Five Hundred Five Thousand Six Hundred Ninety-Four Dollars and 60/100 ($505,694.60) and authorize execution of the agreement.

Background

Williamson County sent out over six hundred seventy-nine (679) notifications and received eight (5) submissions. The evaluation committee is recommending Central Texas Elevator, LLC. be awarded RFP #25RFP77 Elevator Refurbishments to provide complete construction services, materials and equipment and labor to complete the Project for the Construction of Elevator Modernizations at multiple Williamson County-owned premises. Services shall begin on the Date of Award and will have varied end dates, dependent upon construction contract dates. Location of work: Williamson County Jail, 304 W 4th St., Georgetown, TX 78626, and Cedar Park Annex, 350 Discovery Blvd., Cedar Park, TX 78613. Funding: 01.0100.0509.004509. Origination #3293 and the point of contact is Christy Matoska with Facilities Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Service Agreement

Recommendation Letter

Evaluation and Pricing Sheet Redacted

Form 1295 Central Texas Elevator, LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:47 PM
Form Started By: Michelle McKinney		Started On: 11/06/2025 01:45 PM
Final Approval Date: 11/10/2025		

Agreement for Construction Services

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Elevator Modernizations (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 **Five Hundred Five Thousand Six Hundred Ninety-Four Dollars and 60/100 ($505,694.60)** 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 **four hundred (400) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

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

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

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

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

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers and shall reflect retainage if provided for in the

Agreement.

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

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

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

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

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

compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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

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

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

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

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

5.3 Certificates For Payment

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

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based on the Owner's evaluation of the Work and the data comprising the Application for Payment,

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

5.4 Decisions To Withhold Certification

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

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

bonds or warranty bond required by the Agreement; or

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

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

5.5 Progress Payments

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

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

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

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

5.6 Failure Of Payment

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

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

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

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

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

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

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

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

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

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

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

5.9 Final Completion and Final Payment

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

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

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

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

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

COVERAGE	PER OCCURRENCE
Commercial General Liability (including premises, completed operations and contractual)	$1,000,000
Aggregate policy limits:	$2,000,000

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

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

.5 INTENTIALTIALLY DELETED

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

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

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

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

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

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

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

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

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

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

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

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

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

   (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
   (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
   (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

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

or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

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

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

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

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

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

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

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or

future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

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

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

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

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section

276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

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

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

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

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

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

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

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

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

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

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

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

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

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished.

In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

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

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

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

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when

delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

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

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

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

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

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

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#25RFP77;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#25RFP77; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#25RFP77;
5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#25RFP77; and
6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Central Texas Elevator, LLC.
By: _____	By: Breann Leighton
Printed Name: _____	Printed Name: Breann Leighton
Title: _____	Title: Owner / General Mgr
Date: _____	Date: 10/31/2025

Exhibit "A"

Plans and Specifications

Location of Work:
Williamson County Jail: 304 W 4th Street, Georgetown, TX 78626, Elevators 2, 3 and 5
Williamson County Cedar Park Annex: 350 Discovery Blvd., Cedar Park, TX 78613

Jail Elevator #2, 3 and 5: Elevator Manufacturer: Dover, Duty: Elevators 2 and 3: 4000 lbs, Speed: 125, Door Type & Size: 2SSO 48" W x 84" H; Floors Served: 4 Front, Elevator 5: Duty: 4500 lbs. , Speed: 125, Door: 2SSO 42" W x 84" H, Floors Served: 2 Front. Machine Type: Hydraulic, Submersible pump, Power Characteristics: 460 VAC, 3 PHASE, 60 HERTZ; Operational Control: Sellective Collective, Simplex, Door Operation: Automatic; Door Reversal: Electronic Light Ray; Buffers: Spring; Car Enclosure: Shell: Laminate (#s 2&3), Steel (#5) Panel; Lighting: Incandescent; Ceiling: Stainless Steel, Downlight; Walls: Laminate shell; Car Doors, Front Returns, Entrance Columns: Brushed Stainless Steel; Sill: Aluminum; Handrails: 2" Flat Bar on 3 walls, Flooring: Rubber Disc Tile; Base: Vented through wall panel (#s 2&3), Vented steel (#5); Car Fixtures: Car Operation Station: Swing Type; Car Position Indicator: Dot Matrix, Car Direction Indicator: Installed; Telephone Cabinet: Installed, Firefighters' Recall: Installed; Hoistway Entrances: Frames, Door Panels: Painted Steel, Access Means: Door Unlocking Devices, Top/Bottom; Sills: Aluminum; Hall Fixtures: Hall Lanters: Installed at level "LL", Hall Position Indicators: Installed at level "1," Phase I Fire Service: Installed

Cedar Park Annex: Elevator Manufacturer: Dover, Duty: 2100 lbs., Speed: 100, Door Type & Size: SSS0 36" W x 84" H; Floors Served: 2 Front, Machine Type: Hydraulic, Submersible pump, Power Characteristics: 460 VAC, 3 PHASE, 60 HERTZ, Operational Control: Sellective Collective, Simplex, Door Operation: Automatic, Door Reversal: Electronic Light Ray, Buffers: Spring. Car Enclosure: Shell: Steel, Lighting: Incandescent, Ceiling: Stainless Steel, Downlight, Walls: Laminate panels, Car Doors, Front Returns, Entrance Columns: Brushed Stainless Steel, Sill: Aluminum, Handrails: 1 ½" Round Bar on rear wall, Flooring: Rubber Tile, Base: Vented Steel; Car Operation Station: Swing Type, Car Position Indicator: Installed, Telephone Cabinet: Installed, Firefighters' Recall: Installed, Hoistway Entrances: Frames: Painted Steel, Door Panels: Brushed Stainless Steel, Access Means: Door Unlocking Devices, Top/Bottom, Sills: Aluminum; Hall Fixtures: Hall Lanters: Installed at levels "1, 2," Hall Position Indicators: N/A; Phase I Fire Service: Installed.

Scope of Work: The Contractor shall refurbish the Williamson County Jail Elevators #s 2, 3, 5, and the elevator at the Cedar Park Annex elevator. Work includes all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactorily completion of required work as indicated in Agreement documents. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment. Scope of work includes, but is not limited to, the following:

Coordination, scheduling, and management of work of component suppliers and subcontractors.
Furnish and install equipment as specified, utilizing existing and/or modified hoistways and machine rooms.

GENERAL

SUMMARY:

The Williamson County Jail will have three (3) elevators modernized, Elevators 2, 3 & 5. Car flooring retained in Cars 2 and 3. The Cedar Park Annex will have one (1) elevator modernized. The Cedar Park Annex elevator will retain or refurbished: the car platforms, cab shells, hoistway and car sills, landing door panels, landing door frames/tracks, car doors and guide rails

DEFINITIONS:

A. Technical terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1. or in this section.

B. PROVIDE means “furnish and install.”
C. MANUFACTURER means either the Original Equipment Manufacturer (OEM) or the principal manufacturer of a component or system.
D. RETAIN means, unless otherwise specified, the existing equipment is to be left in place with no alterations and no change in the original manufacturer’s designed performance or functionality. Items that are “retained” shall be thoroughly cleaned in place and adjusted to achieve originally designed function.
E. REFURBISH means, unless otherwise specified, the existing equipment is to be cleaned, repainted, repaired, and parts replaced to put the equipment into a condition to provide the same appearance, performance, and functionality as the equipment provided when it was originally installed. Unless otherwise specified, the scope of replacement of components is limited to those items currently available for purchase as replacement parts from the manufacturer or after-market suppliers approved by the manufacturer.
F. REUSE means that the Contractor shall carefully remove equipment from the existing installation, avoiding any damage or additional wear. Store in a safe location to maintain equipment in its pre-removal condition. Reinstall and incorporate into the modernized elevator installation using the same procedures and recommendations provided by the manufacturer of the equipment.
G. CALL BACK means a request from the Owner to the Contractor to provide a technician on site to evaluate an elevator that is out of service or not functioning properly, rectify the root cause of the malfunction, and place the unit back into normal service.
H. INCLUDES or INCLUDING means including the items specified but not limited solely to those items if additional work or components are required to achieve the specified outcome.
I. Words in the singular shall include the plural whenever applicable or context so indicates.

WORK INCLUDED

A. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Agreement Documents.
B. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.
C. Applicable conditions of Owner’s General, Special, and Supplemental Conditions.
D. Scope of work includes, but is not limited to, the following:
1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
2. Furnish and install equipment as specified, utilizing existing and/or modified hoistways and machine rooms.

ALTERNATES:

A. Provide material and labor required for complete execution of accepted alternates.
B. Alternates:
POD storage cost for a single elevator modernization. Location in parking lot to be determined.

RELATED BUILDING WORK INCLUDED IN ELEVATOR CONTRACTOR SCOPE OF WORK:

A. Architectural and Structural, Hoistway and Hallway:
1. Patch any cracks or penetrations in the hoistway to provide smoke and fire rating required by the AHJ. Provide product and installation process documentation as requested.
2. Remove abandoned conduit and wiring in the elevator hoistways.
3. Patch penetrations and gaps in finished elevator lobbies after installation of new signal fixtures. Match existing wall finishes.
4. Seal fireproofing in machine room to prevent flaking.
B. Architectural and Structural, Machine Room:

1. Patch any cracks or penetrations in the machine room walls or ceiling to provide smoke and fire rating required by the AHJ. Provide product and installation process documentation as requested.
2. Self-closing and locking rated access door. Include Signage: "ELEVATOR MACHINE ROOM" and AUTHORIZED PERSONNEL ONLY."
3. Pass-Through Machine Room: Where pass-through condition exists provide "NOT AN EXIT" signage on door adjacent space.
4. Provide Class "ABC" fire extinguisher in each elevator machine room.
5. Seal fireproofing in machine room to prevent flaking.

C. Plumbing and Fire Protection:
1. Fire sprinklers in machine room. Manual shut-off means shall be located outside bounds of machine room.
2. Install and program smoke sensors in elevator lobbies and machine room as required for Phase I firefighters recall operation.
3. Provide heat detector in machine room to active shunt trip contacts in elevator disconnects.
4. Fire sprinklers in hoistway overhead.
5. Fire sprinklers in pit.

D. Mechanical:
1. Machine Room or Control Space Lighting: Guarded LED fixtures to provide minimum 19-foot candles average illumination. Provide toggle switch adjacent to strike side of machine room door.
2. Pit Lighting: Guarded LED fixtures to provide minimum 10-foot candles average illumination.
3. GFCI convenience outlets in pit.
4. Retain existing if operable: Heavy-duty three-phase mainline copper power feeder with code compliant grounding to terminals of each elevator controller in the machine room with protected lockable "open" disconnecting means.
5. Auxiliary contacts to disable emergency battery lowering.
6. Retain existing if operable: single-phase copper power feeder to each elevator with individual protected lockable "open" disconnecting means located in machine room for utilization equipment:
    a. car lighting and blower
    b. card reader system
7. Emergency telephone line to each individual elevator control panel in elevator machine room.
8. Automatic Fire Recall System:
    a. Fire alarm initiating devices in each elevator lobby, for each group of elevators or single elevator.
    b. Fire alarm initiating devices in each elevator machine room.
    c. Fire alarm initiating devices at top of hoistway if sprinklered.
    d. Three Relay Activation Modules for each group of elevators or single elevator. Locate modules within three feet of controller designated by the Elevator Contractor to minimize un-supervised wiring. Program Modules as follows:
        1. PRIMARY: Activate when any hallway device, except primary floor, activates.
        2. ALTERNATE: Activation when hallway device at primary floor activates.
        3. FIRE HAT: Activate when machine room device activates.
    e. Device in machine room and at top of hoistway (if provided) to provide signal for general alarm.
    f. Provide technician from fire alarm contractor for pre-test of system during normal working hours.
    g. Provide technician from fire alarm contractor for acceptance test of system with AHJ during normal and overtime working hours.
    h. Remove fire alarm devices from pit where not required.
9. Means to automatically disconnect power to affected elevator drive unit and controller prior to activation of machine room fire sprinkler systems and/or hoistway fire sprinkler system. Provide heat detectors, shunt trip breaker and all necessary equipment.

10. When sprinklers are provided in the hoistway all electrical equipment, located less than 4”-0” above the pit floor shall be identified for use in wet locations. Exception: Seismic protection devices.
11. Wiring from building security system to elevator controllers and all security system equipment.
12. Wiring from “Elevator Security Recall Panel” in security room to elevator controllers for Cars 6, 7, 8, and 10.
13. Card or Proximity Readers, elevator contractor to coordinate and assist with installation of readers in car operating panels or hall stations.
14. Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment where applicable.
15. Conduit from fire alarm panel to each fire alarm device location at each floor, hoistway, pit and machine room including three relay activation modules in machine room. Provide junction box at each location.
16. Review power confirmation data, provided by the Elevator Contractor, on behalf of the Owner. Verify electrical supply to the controllers meets the stated requirements. Where applicable, review standby power generator capability to meet stated requirements and absorb regenerated power.

E. Electrical Service, Conductors, and Devices:

1. Machine Room or Control Space Lighting: Guarded LED fixtures to provide minimum 19 footcandles average illumination. Provide toggle switch adjacent to strike side of machine room door. Occupancy sensor is not allowed.
2. Pit Lighting: Guarded LED fixtures to provide minimum 10 footcandles average illumination.
3. GFCI convenience outlets in pit.
4. Retain existing if operable: Heavy-duty three-phase mainline copper power feeder with code compliant grounding to terminals of each elevator controller in the machine room with protected lockable “open” disconnecting means.
5. Auxiliary contacts to disable emergency battery lowering.
6. Retain existing if operable: Single-phase copper power feeder to each elevator with individual protected lockable “open” disconnecting means located in machine room for utilization equipment:
    a. Car lighting and blower.
    b. Card reader system.
7. Emergency telephone line to each individual elevator control panel in elevator machine room.
8. Automatic Fire Recall System:
    a. Fire alarm initiating devices in each elevator lobby, for each group of elevators or single elevator.
    b. Fire alarm initiating devices in each elevator machine room.
    c. Fire alarm initiating devices at top of hoistway if sprinklered.
    d. Three Relay Activation Modules for each group of elevators or single elevator. Locate modules within three feet of controller designated by the Elevator Contractor to minimize un-supervised wiring. Program Modules as follows:
        1. PRIMARY: Activate when any hallway device, except primary floor, activates.
        2. ALTERNATE: Activate when hallway device at primary floor activates.
        3. FIRE HAT: Activate when machine room device activates.
    e. Device in machine room and at top of hoistway (if provided) to provide signal for general alarm.
    f. Provide technician from fire alarm contractor for pre-test of system during normal working hours.
    g. Provide technician from fire alarm contractor for acceptance test of system with AHJ during normal and overtime working hours.
    h. Remove fire alarm devices from pit where not required.
    i. Remove fire alarm devices from hoistway overhead where not required.
9. Means to automatically disconnect power to affected elevator drive unit and controller prior to activation of machine room fire sprinkler system and/or hoistway fire sprinkler system. Provide heat detectors, shunt trip breaker and all necessary equipment.

10. When sprinklers are provided in the hoistway all electrical equipment, located less than 4'-0" above the pit floor shall be identified for use in wet locations. Exception: Seismic protection devices.
11. Wiring from building security system to elevator controllers and all security system equipment.
12. Card or Proximity Readers, elevator contractor to coordinate and assist with installation of readers in car operating panels or hall stations.
13. Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment where applicable.
14. Conduit from fire alarm panel to each fire alarm device location at each floor, hoistway, pit and machine room including three relay activation modules in machine room. Provide junction box at each location.
15. Review power confirmation data, provided by the Elevator Contractor, on behalf of the Owner. Verify electrical supply to the controllers meets the stated requirements. Where applicable, review standby power generator capability to meet stated requirements and absorb regenerated power.

F. Elevator Contractor Related Work:
1. Pit access stationary ladder for each elevator.

SOURCE QUALITY CONTROL:

A. Country of Origin: Submit list of all major original equipment manufacturer components identifying origin of each component.

ACTION AND INFORMATIONAL SUBMITTALS:

A. Within thirty calendar days after award of contract and before beginning equipment fabrication submit field verified existing installation information for review.
1. Hydraulic Car Information:
a. Existing Total Car Weight:
1. Documented on crosshead data tag, all cars.
2. Field Verified: weigh single cars and one car per group of each identical duty type.
b. Estimated Gross Load on Jack
2. Power Confirmation Information: Field verified existing conditions at each elevator main disconnect.
a. Actual maximum available voltage and current.
b. Verify true earth ground value.

B. Within sixty calendar days after award of contract and before beginning equipment fabrication, submit planned modernization design information, shop drawings, and required material samples for review. Allow fifteen calendar days for response to initial submittal.

C. Indicate equipment lists, reactions, and design information including:
a. Car:
1. Total car weight to be included on new crosshead data tag.
2. Written confirmation that designed modernization total combined weight of car and rated load:
a. Does not vary by more than 5% from that of the original installation.
3. Verify buffer capacity via data tags or known manufacturing data.
b. Power Confirmation Information: Design for existing conditions.
1. Motor horsepower and code letter designation.
2. Motor starter in-rush current, full load running current, and demand factor.
3. Engineered power consumption based on hydraulic elevator with 120 upstarts per hour full load.
4. Written confirmation that existing electrical provisions are adequate for post modernization installation equipment requirements.

D. Written confirmation that total planned modernization reactions on building structure do not exceed originally designed reactions by more than 5%. If installation has been altered previously and original car top data tag is missing, confirm that new reactions will not exceed existing reactions. Reaction calculations shall include:
1. Gross load on jack

2. Traveling cables
3. Total car Weight
4. Car Capacity

E. Product Data, Including:
1. Capacities, sizes, performances, operation, control, signal systems operations, safety features, finishes, and similar information.
2. Product data for car enclosures and hoistway entrances.
3. Product data for signal fixtures, lights, graphics, tactile marking plates, and details of mounting.
4. Full details of ascending car protection means and installation.
5. Two-way conversation devices.
6. Post-modernization machine room heat emissions in BTU.

F. Shop Drawings:
1. Fully Dimensioned Fixture Drawings:
a. Car operating panels
b. Car floor indicators
c. Hall stations
d. Position indicators
e. Hall lanterns
f. Access key switch
g. Remote panels
h. Elevator Security Recall Panel
i. Emergency power selector switches

G. Samples for Initial Selection: For finishes involving surface treatment or paint.

H. Samples for Verification:
1. For exposed car, hoistway door and frame, and signal equipment finishes.
2. Samples of Sheet Materials: 3” (75 mm) square.
3. Running Trim Members: 4” (100 mm) lengths.
4. Include material finish samples, if requested:
a. Signal fixtures
b. Lighting
c. Graphics
d. Braille plates.

I. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract.
1. Include any unique or product specific procedures or methods required to inspect or test the equipment.
2. Identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.

J. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Agreement Documents. Compliance with Agreement Documents, Code requirements, dimensions, fit, and interface with other work is Contractor’s responsibility.

K. Acknowledge and/or respond to review comments within ten calendar days of return.
1. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected.
2. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal.

L. Contractor’s revision response time is not justification for equipment delivery or installation delay.

CLOSEOUT SUBMITTALS:

A. Manufacturer’s Warranty:
1. Provide documentation of Manufacturer's Warranty in compliance with Contract Documents.

B. Owner’s information:

1. Provide electronic copies (sent via email) of written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received and reviewed by Owner. Include the following as minimums:
a. Straight-line wiring diagrams of "as-installed" elevator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Owner's property.
b. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product-specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
c. Lubrication instructions, including recommended grade of lubricants.
d. Parts catalogs for all replaceable parts, including ordering forms and instructions (electronic and hard copy)
e. Instructions explaining all operating features, including all apparatus in the car and lobby control panels.
f. Maintenance Control Program (MCP) documentation for all equipment.

C. Provide Owner with the following:
1. Any interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
2. Four sets of keys for all switches and control features properly tagged and marked.
3. Diagnostic equipment complete with access codes, adjusters' manuals, and set-up manuals for adjustment, diagnosis, and troubleshooting of elevator system, and performance of routine safety tests.

PERMITS, TESTS, AND CERTIFICATES

A. Permits (can be reimbursed):
1. Secure and pay for all permits required for Work to be performed, including but not limited to:
2. Municipal and State permits
3. Device or equipment removal permits.
4. Hot works permits.
5. Post, maintain, and renew all permits in compliance with local governmental requirements.
6. Obtain final close-out of all required permits.
7. Tests and Inspections: Schedule with the AHJ and perform tests required by Governing Authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative of the AHJ.

B. Certificates: Obtain, pay for, and deliver to Owner with all temporary and final inspection certificates provided by proper governing authorities.

C. Violations: Resolve any outstanding violations on record with the AHJ on devices being removed prior to final acceptance by the Owner.

QUALITY ASSURANCE

A. Compliance with Regulatory Agencies: Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of currently enforced codes, laws, and/or authorities, including revisions and changes in effect including, but not limited to:

1. American Society of Mechanical Engineers:
    a. ASME A17.1, Safety Code for Elevators, Escalators, and Moving Walks
    b. ASME A17.2, Guide for Inspection of Elevators, Escalators, and Moving Walks
    c. ASME A17.5, Elevator and Escalator Electrical Equipment
    d. ASME A17.6, Standard for Elevator Suspension, Compensation, and Governor Systems
    e. ASME A17.7, Performance Based Safety Code for Elevators, Escalators, and Moving Walks
2. National Fire Protection Association (NFPA):
    a. NFPA 70, National Electric Code
    b. NFPA 80, Fire Doors and Windows
    c. NFPA 101, Life Safety Code

d. NFPA 13, Installation of Sprinkler Systems.

3. International Building Code (IBC)
   a. American National Standard Institute (ANSI): A117.1, Accessible and Usable Buildings and Facilities
   b. Uniform Federal Accessibility Standards (UFAS)
   c. ADAAG, American with Disability Act Accessibility Guidelines

B. Inspections: Provide access to areas where work is being performed for the Owner at any time throughout the project.

MAINTENANCE:

A. Interim Maintenance

1. Furnish preventative maintenance service on elevators described herein for a period from mobilization, verbal or written, until each unit is removed from building service for modernization. In addition, furnish interim preventative maintenance on completed units until the modernization of each group of elevators is complete and one-year warranty maintenance, defined below, is commenced. Perform interim maintenance based upon terms and conditions of Owner's existing maintenance agreement.
2. Prior to the removal of any car from service, the consolidated call back service for all cars in the specific group shall be no more than three calls per month. Contractor will be responsible for providing preventative maintenance to achieve this requirement.
3. If callback activity exceeds three callbacks per unit per month at any time when cars are off-line, all maintenance must be completed on overtime (OT) until callback rate is less than three/unit/month.
4. Use competent personnel, acceptable to Owner, employed and supervised by the Elevator Contractor.

B. Warranty Maintenance

1. Provide preventative maintenance and 24-hour emergency callback service for one year commencing on date of final acceptable of all modernized elevators by Owner. Warranty maintenance should expire concurrently for all elevators. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition.
2. Use competent personnel, acceptable to the Owner, supervised and employed by Contractor.
3. Warranty maintenance to be performed per the terms of Owner's existing maintenance agreement.

DELIVERY AND STORAGE

A. The protection of all equipment and exposed finishes shall be the responsibility of the Elevator Contractor during delivery, handling, and installation until completion of project.
B. The Elevator Contractor shall replace damaged materials with new at no additional cost for material and labor to Owner.
C. Manufacturers' original packaging must adequately protect materials during delivery.
D. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name, and manufacturer's name. Delivered materials shall be identical to accepted samples.
E. Store materials in original protective packaging under cover in a dry and clean location off the ground. Remove delivered materials that are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
F. It is the responsibility of the Contractor to properly store and protect all materials in space provided or designated by the Owner against damage, stains, scratches, corrosion, weather, construction debris, and environmental conditions.

PARTS:

MANUFACTURERS AND PRODUCTS

A. Approved elevator components: The following manufacturers are approved for the specific components listed below, subject to the requirements of the Contract:

1. Controllers:

a) MCE.
b) Smart Rise.
c) Elevator Controls.

2. Hydraulic Machines (Power Units):
a) EECO
b) Maxton
c) IMO
d) MEI
e) Canton
f) Bore-Max
g) DEM

3. Passenger Elevator Door Equipment (Operators, Tracks, Hangers, and Closers):
a) GAL (linear)
b) Wittur (linear)

4. Elevator Car Enclosures (Cab Shell):
a) EDI/ECI.
b) Elite Cabs.
c) National.
d) MAD Elevator
e) Columbia
f) AMST

5. Car and Hall Signal Fixtures:
a) Innovation.
b) MAD Fixtures.

6. Two-Way Audio Communication Device:
a) Janus/Rath
b) Wurtec

7. Door Edge Detector with Approaching Object Detection:
a) CEDES
b) Janus

MATERIALS:

A. Steel:

1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.

2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.

3. Structural Steel Shapes and Plates: ASTM A36.

B. Stainless Steel: Type 302 and 304 complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match Architect's sample. Protect with adhesive paper covering.

1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in vertical dimension.

C. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.

D. Plastic Laminate: ASTM E84 Class A and NEMA LD3.1, Fire-Rated Grade (GP-50), Type 7, 0.050" ±.005" thick, color and texture as follows:

1. Exposed Surfaces: Color and texture selected by Architect.
2. Concealed Surfaces: Contractor's standard color and finish.

E. Fire-Retardant Treated Particle Board Panels: Minimum 3/4" thick backup for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "I" rating with a flame-spread rating of 25 or less, registered with Local Authorities for elevator finish materials.
F. Natural Finish Wood Veneer: Standard thickness, 1/40" thoroughly dried conforming to ASME/HPMA HP-1983, Premium Grade. Place veneer, tapeless spliced with grain running in direction shown, belt and polish sanded, book-matched. Species and finish designated and approved by Architect.
G. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.
H. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.
I. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake three additional coats of enamel in the selected solid color.
J. Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Regrain or finish as specified and protect as indicated for particular metal type.
K. Entrance Support Equipment within Hoistway: Include strut angles, headers, sill support angles, fascia, hanger covers, etc.
1. Clean, remove, and check for corrosive activity. Replace components which exhibit severe deterioration.
2. Tighten all fastenings.

ELEVATOR ALTERATIONS:

1. Hydraulic passenger Elevators:

ALTERATION SUMMARY

CARS 2-3	**EXISTING INSTALLATION**	**MODERNIZED INSTALLATION**
Capacity:	4000 lbs.	4000 lbs.
Class of Loading:	Class A	Class A
Duty Type:	Passenger	Passenger
Contract Speed:	125 fpm	125 fpm
Hydraulic Jack Type:	In Ground	In Ground
Machine Type:	Submersible Power Unit	Submersible Power Unit
Machine Location:	Adjacent	Adjacent
Floors Served:	4 Front	4 Front
Total Entrances:	4 Front	4 Front
Car Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Hoistway Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Entrance Size:	48" Wide x 84" (7'-0") High	48" Wide x 84" (7'-0") High
Minimum Clear to Underside of Canopy	96" High (field verify)	96" High (field verify)
CARS 5	**EXISTING INSTALLATION**	**MODERNIZED INSTALLATION**
Capacity:	4500 lbs.	4500 lbs.
Class of Loading:	Class A	Class A
Duty Type:	Passenger	Passenger
Contract Speed:	125 fpm	125 fpm
Hydraulic Jack Type:	In Ground	In Ground
Machine Type:	Submersible Power Unit	Submersible Power Unit

Machine Location:	Adjacent	Adjacent
Operation Control:	Two-Button Selective Collective	Two-Button Selective Collective
Floors Served:	2 Front	2 Front
Total Entrances:	2 Front	2 Front
Car Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Hoistway Entrance Type:	Two Speed Side Opening (2SSO) Front	Two Speed Side Opening (2SSO) Front
Entrance Size:	48" Wide x 84" (7'-0") High	48" Wide x 84" (7'-0") High
Minimum Clear to Underside of Canopy	96" High (field verify)	96" High (field verify)

2. MACHINE ROOM EQUIPMENT

A. Provide and arrange equipment in existing machine room spaces.

B. Identification: Permanently identify (painted on or securely attached) machine room equipment with minimum 3" characters corresponding to elevator identification.

1. Driving machine (Power Unit)
2. Transformer, choke/filter
3. Controller
4. Main line disconnect switch
5. Elevator hoistway pit equipment

C. Hydraulic Machine (Power Unit):

1. New:
   a. Assembled unit mounted on isolating pads consisting of:
      - Dry or submersible type positive displacement pump and induction motor
      - Dry type only with motors exceeding 40 hp
      - Master-type control valves combining:
      - Safety feature
      - Holding, direction, bypass, stopping, manual lowering functions
      - Shut off valve
      - Oil reservoir with protected vent opening
      - Oil level gauge
      - Outlet strainer
      - Drip pan
      - Muffler
   b. Tank Heater
      - Oil tank heater with adjustable thermostat to keep the oil tank temperature within the hydraulic control valve manufacturer's recommended operating range.
      - Enclose dry type units below oil reservoir with removable sheet steel panels lined with sound-absorbing material for applications with motors exceeding 40 hp.

D. Motor Starter:

1. Soft start type unit including:
   a. Integral electronic overload protection
   b. Integral bypass

E. Muffler:

1. In discharge oil line near pump unit
2. Design shall dampen and absorb pulsation and noise in the flow of hydraulic fluid.

F. Piping and Oil:

1. All piping, connections and oil required for the elevator system
2. A minimum of two sound isolation couplings shall be provided between the pump unit and oil line and the oil line and jack unit.
3. Provide 2-90° joints to reduce vibration and create wave diffraction.
4. Provide isolated pipe stands or hangers.

G. Shut-Off Valve:

1. Oil line shut off valve in the machine room or accessible from outside the hoistway.

2. Second valve in pit adjacent to jack unit.

H. Battery Rescue System:

1. Auxiliary power source shall be provided via 12-volt D.C. battery units installed in machine room or controller space.
2. Include solid-state charger and testing means mounted in a common metal container
3. Battery to be rechargeable lead acid or nickel cadmium with a ten-year life expectancy

I. Controller: UL/CSA labeled:

1. Compartment:
   a. Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame.
   b. Completely enclose equipment with covers. Provide means to prevent overheating.
2. Relay Design:
   a. Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear.
   b. Provide wiping action and means to prevent sticking due to fusion.
   c. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
3. Microprocessor-Related Hardware:
   a. Provide built-in noise suppression devices providing a high level of noise immunity on all solid-state hardware and devices.
   b. Provide power supplies with noise suppression devices
   c. Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules
   d. Design control circuits with one leg of power supply grounded
   e. Safety circuits are not to be affected by accidental grounding of any part of the system
   f. System automatically restarts when power is restored
   g. System memory is retained in the event of power failure or disturbance
   h. Equipment is provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines
4. Wiring:

a. CSA labeled copper for factory wiring.
b. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.

5. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.

J. Auxiliary disconnect: Provide controller or power unit mounted auxiliary, lockable "open," disconnect if mainline disconnect is not in sight of controller and/or machine.

HOISTWAY AND PIT EQUIPMENT

A. Provide and arrange equipment in existing hoistway spaces.

B. Hydraulic Jack Assembly:

1. Retain
   a. Replace packings.

C. Jack Support and Shut-Off Valves:

1. New:
   a. Manual shut off vales in oil lines adjacent to jack units in pit.

D. Guide Rails:

1. Retain:
   a. Clean rails and brackets
   b. Remove rust
   c. Repaint non-machined surfaces
   d. Check and tighten all rain and bracket fastenings

E. Buffers, Car:

1. Retain:
   a. Remove rust and repaint non-machined surfaces.

F. Access Ladders and Platforms: Provide permanent buffer and car safety access ladders and platforms if required to comply with Code requirements.

G. Terminal Stopping Devices:
1. New:
a. Normal and final devices.
H. Electrical Wiring and Wiring Connections:
1. Conductors and Connections:
a. Copper throughout with individual wires coded and connections on identified studs or terminal blocks.
b. Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes.
2. Conduit:
a. Galvanized steel conduit, EMT, or duct.
b. Flexible conduit length not to exceed 3”-0”.
3. Traveling Cables:
a. Provide 12 twisted shielded pairs in addition to wires needed to connect specified items and code required spares.
b. Tag spares in controller space.
c. Provide cables from controller to car top.
d. Provide spare, secondary traveling cable for security devices to include minimum 12 twisted shielded pairs and one coax.
4. Auxiliary Wiring:
a. Provide conduit, wiring, connections, and machine room demarcation junction boxes for:
1. Fire alarm initiating devices.
2. Emergency two-way communication system.
3. Security video camera.
4. Security system and card reader interface terminals and relays.

HOISTWAY DOOR OPERATING EQUIPMENT
A. Horizontal Sliding Passenger Entrances:
1. Door Hangers, Hoistway:
a. Retain:
1. Modify hangars as required to include door retainer mechanism to address failure of primary upper door panel guidance.
2. Replace hanger rollers.
2. Door Tracks, Hoistway:
a. Retain:
1. Clean and sand for quiet operation.
2. Replace track liners.
3. Hoistway Door Interlocks and Pick-up Roller Assemblies:
a. New.
4. Hoistway Door Closers:
a. New:
1. Spring activated spirator type.
5. Hoistway Door Unlocking Devices:
a. Retain.
1. Replace any missing or damaged parts.
6. Hoistway Access Switches:
a. New:
1. Top and bottom floors.
2. Mount in hall station if within 12” from entrance frame.
3. If mounting in entrance jamb, provide switch with faceplate.
B. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

HOISTWAY ENTRANCE FRAMES AND DOOR PANELS
A. Provide and arrange equipment in same location as existing entrances.

B. Passenger Elevator Entrance Frames:
1. Retain Frames:
a. New Arabic floor designation/tactile marking plates:
1. Centered at 60" above finished floor.
2. Located on both side jambs of all entrances.
3. Minimum 4" high.
4. Tactile marking indications shall be below Arabic floor designation.
5. Permanently fastened.
6. Provide plates at main egress landing with “Star” designation.
b. New Car identification plate with Braille:
1. Mounted directly below floor designation/tactile marking plates.
2. Located on both side jambs at Designated and Alternate levels.
3. Finish and design to match floor designation/tactile marking plates.
C. Horizontal Sliding Hoistway Door Panels:
1. Retain Door Panels:
a. Provide new door gibs with fire tabs at all floors.
1. Minimum two gibs per panel, one at leading edge, and one at trailing edge of each panel.
2. Provide code required door panel retainer mechanism on lower edge of door panel.
D. Sight Guards:
1. Retain.
a. Replace any missing or damaged sight guards to match existing.
E. Frame and Door Panel Finishes:
1. Entrance Frames:
a. Stainless steel satin finish.
b. Powder Coat painted finish.
2. Hoistway Door Panels:
a. Stainless steel satin finish.
b. Powder Coat painted finish.

HOISTWAY ENTRANCE SILLS AND SUPPORT
A. Sill Supports, Hoistway Entrance:
1. Retain:
a. Check and tighten all fastenings.
B. Fascia, Toe Guards, and Hanger Covers:
1. Retain:
a. Replace damaged or missing sections.
b. Check and tighten all fastenings.
c. Paint/Stencil floor number on fascia or hoistway wall all floors visible where car doors are initially opened.
C. Struts and Headers:
1. Retain:
a. Check and tighten all fasteners.

CAR EQUIPMENT
A. Frame
1. Retain:
a. Check and tighten all fastenings.
b. Adjust as required for plumb and square alignment
B. Platform
1. Retain:
a. Adjust as necessary for plumb and level alignment.
b. Reinforce if required.
c. Check and tighten all fastenings.
d. Immediately notify Owner if any damage or deterioration requiring repairs is observed.

e. Replace isolation pads.

C. Platform Guard:
1. New if existing not meeting code requirement:
a. Extended platform guard with black enamel finish to meet Code requirements.
b. Minimum 0.059" (1.5 mm) thick steel, or material of equivalent strength and stiffness.
c. Reinforced and braced to front and rear (Rear on Cars 7 and 10) of car platform.

D. Car Rail Guide Roller or Shoe Assemblies:
1. Retain:
a. Check and tighten all fastenings.
b. Replace all rollers or inserts.

E. Top of Car Guardrail:
1. New:
a. Provide car top railings where fall hazard exceeds 12".
b. Install guardrails, necessary hardware, and toe board to meet code requirements.

F. Car Top Control Station:
1. Mount to provide safe access and utilization while standing on car top.
2. Operating device with Up and Down direction buttons, a Run button, an Inspection/Automatic switch and Emergency Stop switch.
3. Operating device provides an audible and visible indicator that fire recall has been initiated.
4. Fix station to the car crosshead or provide portable station provided the extension cord and housing is permanently attached to the car crosshead.
5. The car will be operated by constant pressure on the appropriate directional button and the Run button simultaneously.
6. Normal operating devices will be inoperative while this device is in use.

G. Car Top Emergency Audible Signal:
1. Provide on top of each elevator.
2. Activation of Alarm Button or Emergency Stop switch will cause Emergency Audible Signal.
3. Provide auxiliary power supply to provide 1-hr. power in the event of loss of normal power.

H. Work Light and Duplex Plug Receptacle:
1. Work light on top and bottom of car.
2. Car top light mounted to provide illumination of all car top equipment.
3. GFCI protected duplex outlet. One (1) at top of car.
4. Include on/off switch and lamp guard.

I. Car Sills – Passenger or Service Duty:
1. Car 5 New:

J. Car Door Panels – Passenger or Service Duty:
1. Retain:
a. Retrofit new dual gibs:
1. One at trailing edge and one at leading edge of each panel
2. Removable without panel displacement.
b. Adjust vertical and horizontal clearances to meet Code requirements.
2. Car 5 New:

K. Car Door Hangers – Passenger or Service Duty:
1. Retain:
a. Modify to include door retainer mechanism to address failure of primary upper door panel guidance.
b. Replace all rollers.
c. Check and tighten all fastenings.
2. Car 5 New:

L. Car Door Track – Passenger or Service Duty:
1. Retain:
a. Clean and sand for smooth, quiet operation.
b. Check and tighten all fastenings.
2. Car 5 New:

M. Car Door Header – Passenger or Service Duty:

1. Retain:
a. Check and tighten all fastenings.
2. Car 5 New:

N. Car Door/Gate Electrical Contact:
1. New:
a. Prohibit car operation unless car door or gate is closed.

O. Door Clutch – Passenger or Service Duty:
1. Retain:
a. Check and tighten all fastenings.
2. Car 5 New:

P. Restricted Opening Device:
1. Retain:
a. Check all fastenings.
b. Adjust and test for proper operation.
2. Car 5 New:

Q. Passenger Door Operator:
1. New:
a. High-speed, heavy-duty door linear type operator capable of opening doors at no less than 2.5 fps.
b. Accomplish reversal in no more than 2½" of door movement.
c. Solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current.
d. Maintain consistent, smooth, and quiet car door operation at all floors, regardless of door weight or varying air pressure.

R. Passenger Door Reopening Device:
1. New:
a. Black fully enclosed infrared device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 7'-0" above finished floor.

CAR OPERATING PANEL:

A. New:

1. Cars 1, 2, 3, 4, 5, 6, 7, 8, 10:
a. One (1) car operating panel(s) per car.
b. Intregal with swing-type return panel(s) to match existing swing configurations.
c. Metal box containing operating fixtures mounted behind the car return panel.
d. Vandal resistant.
e. Provide Exposed Pushbuttons to Initiate:
1. Car call registration.
2. Alarm.
3. Door open.
4. Door close.
5. Emergency push-to-call communication.
6. Pushbuttons:
a. Provide minimum 3/4" diameter raised floor pushbuttons which illuminate to indicate call registration.
b. Brushed stainless buttons with illuminated LED halo.
c. Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
d. Identify buttons with cast tactile symbols surface mounted.
f. Locked Firefighters' Emergency Operation Panel:
1. Openable by the same key which operates the Fire Operation switch.
2. Including the following features:
a. Phase II fire access switch.
b. Firefighters' visual indication.

c. Call cancel button.
d. Stop switch, manually operated.
e. Door open button.
f. Door close button.
g. Floors served signage.

g. Service Compartment:
1. Provide lockable service compartment with recessed flush door.
2. Door material and finish to match car return panel or car operating panel faceplate.
3. Include Integral flush window for displaying the elevator operating permit on inside surface of door.
4. Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
a. Access switch.
b. Light switch.
c. Exhaust blower switch.
1. 2 SPEED FOR CAPACITIES 4000 LBS AND UNDER.
2. 3 SPEED FOR CAPACITIES OVER 4000 LBS.
d. Independent service switch.
e. Constant pressure test button for battery pack emergency lighting.
f. 120-volt, AC, GFCI protected electrical convenience duplex outlet.
g. Card reader override switch.
h. Switch to select either floor voice annunciation, floor passing tone, or chime.
i. Keyed stop switch.

2. Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
a. Phase II firefighters' operating instructions on inside face of firefighters' compartment door.
b. Engrave filled red firefighters' operation on outside face of compartment door.
c. Building identification car number on main car operating panel(s).
d. Car capacity in pounds on service compartment door.

COMMUNICATION

A. Car Communication System:
1. Hands free two-way communication instrument in car:
a. Mounted behind car operating panel.
b. Button on car operating panel to initiate two-way communication from Car.
c. Match car operating panel pushbutton design.
d. System includes:
1. Auto dialer
2. Speaker
3. Microphone
4. Adjacent light jewel that illuminates and flashes when call is acknowledged
5. Call button tactile symbol, engraved signage, and Tactile marking adjacent to button mounted integral with car front return panel
6. Rechargeable back-up battery and charging system
7. Wiring and connections between all devices inside the car and the elevator controller.

CAR ENCLOSURE AND INTERIOR FINISHES

A. Unless specifically identified as "Retain," "Reuse," or "Refurbish," provide new equipment. Contractor may, with Owner approval, provide new equipment in lieu of refurbishing existing. See Section 00 80 00, Supplemental Conditions.
B. See Section 01 03 00, Alternates and Allowances, to include provisions for custom design options not included below.
C. Car Enclosure (Cab Shell):
1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain.
2. Car 5 New:
Passenger or Service Duty:
1. Enclosure Walls:

Reinforced 14-gauge steel formed panels with baked enamel interior finish as selected by Purchaser.
Width of individual panels shall not exceed 18".
Panels reinforced and braced to provide rigid structure and securely fastened to car platform.
Apply sound-deadening mastic to exterior.

2. Enclosure Canopy:
Reinforced 12-gauge steel formed panels with lockable, hinged emergency exit.
Interior finish white reflective baked enamel.

D. Passenger and Service Car Fronts:

1. Car Front and Rear Returns:
a. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain:
1. Check and tighten all fastenings.
2. Modify for installation of new signal and pushbutton fixtures.
b. Car 5 New:
1. 14-gauge reinforced stainless steel construction satin stainless steel finish.
2. Stationary Type:
a. Include cutouts for car operating panels and other equipment.
3. Front and Rear Transoms:
a. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain:
1. Check and tighten all fastenings.
2. Modify for installation of new signal and pushbutton fixtures.
b. Car 5 New:
1. 14-gauge reinforced stainless steel construction satin stainless steel finish.
2. Full width of car enclosure.

E. Passenger Car Interior Side and Rear Wall Finishes:
1. Retain

F. Cab Wall Base:
1. Retain

G. Handrails:
1. Retain
a. Check and tighten all fastenings.

H. Lighting:
1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain
2. Car 5 New:
a. Coordinate with emergency lighting requirements.
b. Provide emergency lighting integral with portion of normal car lighting system.
c. Recessed LED down lights with on/off switch in car operating panel. Recess mount fixture flush with inside surface of car top. Provide steel guard on car top over fixture.

I. Suspended Ceiling:
1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain.
2. Car 5 New:
a. Four (4) or six (6) section translucent plastic panels mounted in an extruded aluminum angle and T-frame.

J. Ventilation:
1. New:
a. Two-speed type OE exhaust blower. 2 SPEED FOR CAPACITIES 4000 LBS AND UNDER
b. Three-speed type AA exhaust blower. 3 SPEED FOR CAPACITIES OVER 4000 LBS
c. Mount to car canopy on isolated rubber grommets.
d. Meet noise requirements specified herein.

K. Car Finish Floor Covering:
1. Cars 1, 2, 3, 4, 6, 7, 8, 10 Retain.
2. Car 5 New:
a. Provided and furnished by Elevator Contractor.
b. Passenger Cars 5: Rubber tile 1/8" thick with 1" diameter by 0.025 high, raised circular pattern. Color selected by Owner.

HALL CONTROLS

A. Hall Pushbutton Station Fixtures:

1. Flush or surface mounted pushbutton station fixtures with enlarged faceplate to cover existing wall block out.
2. Provide any cutting and patching required.
3. Pushbuttons for each direction of travel which illuminate to indicate call registration. Provide LED illumination.
4. Approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency as part of faceplate.
5. Pushbutton design to match car operating panel pushbuttons.
6. One (1) stations per group of elevators at all floors

Hall Card/Proximity Reader Security Provisions, All Cars:

A. Retain
   1. Provide access to other trades for interfacing.
   2. Provide necessary controller software for card reader security.

CAR ARRIVAL AND TRAVEL DIRECTION SIGNALS

A. Hall Direction Lantern:

1. New (where existing)
   a. Provide at each entrance to indicate travel direction of arriving car.
   b. Illuminate up or down LED lights and sound tone once for up and twice for down direction prior to car arrival at floor.
   c. Illuminate light until the car doors start to close.
   d. Sound level shall be adjustable from 20-80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor.
   e. Provide advanced predictive hall lantern notification to comply with ADA hall call notification time.
   f. Provide adjustable car door dwell time to comply with ADA requirements relative to hall call notification time.
   g. Hall direction lenses shall be arrow shaped with flush or surface mounted faceplates.
   h. Lenses shall be minimum 2½" in their smallest dimension.
   i. Coordinate installation locations with Owner.

B. Hall Position Indicator:

1. New (where existing):
   a. Alpha-numeric digital indicator containing floor designations and
   b. Mount integral with hall lanterns at floors where existing hall position indicators are installed.

C. Car Position Indicator:

1. New:
   a. Alpha-numeric digital indicator type.
   b. Floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel.
   c. Vandal resistant fixture and faceplate.
   d. Locate in car station.
   e. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway.
   f. Illuminate proper direction arrow to indicate direction of travel.

D. Voice Synthesizer:

1. Provide electronic device with easily reprogrammable message and voice to announce car direction, floor, emergency exiting instructions, etc.

SIGNAL FIXTURE FACEPLATE FINISHES

A. All Fixtures:

1. Stainless steel satin finish.

PERFORMANCE AND OPERATION

1. PERFORMANCE REQUIREMENTS:

a. Car Speed: Allowable variance from contract speed of no more than +/- 10% in the up direction and +10%/-20% in the down direction.
b. Car Capacity: Safely lower, stop, and hold rated load.
c. Car Stopping Zone: +3/8” under any loading condition.

d. Door Times: Seconds from start to fully open or fully closed:
1. Cars 2, 3 and 5: Door Open: 3.5 seconds. Door Close: 4.6 seconds.
e. Car Floor-to-Floor Performance Time: Seconds from start of doors closing until doors are ¾ open for center-opening doors or ½ open for side-opening doors, and car is level and stopped at next successive floor under any loading condition or travel direction:
1. Cars 2, 3 and 5: 16.5 seconds. Floor Height: 12' between floors.
f. Noise and Vibration Control:
1. Airborne Noise:
a. Measured noise level of elevator equipment and its operation shall not exceed 55dBA inside car under any condition including door operation and car ventilation exhaust blower on its highest speed.
b. Limit noise level in the machine room and control space relating to elevator equipment and its operation to no more than 80 dBA.
c. All dBA readings to be taken 3'-0" off the floor and 3"-0" from the equipment using the "A" weighted scale.
2. Vibration Control: Mechanically isolate all new elevator equipment from the building structure and other components. Minimize objectionable noise and transmission of vibrations to occupied areas of the building.

ELEVATOR OPERATION REQUIREMENTS:

A. General:

1. Cars automatically show down and stop level at floors in response to car and landing calls with stops made in sequence in the established direction of travel, regardless of order in which buttons are pressed.
2. Landing calls are canceled when the assigned car arrives at the landing.
3. Automatic Dispatch Failure: Provide auxiliary dispatch system to automatically dispatch elevators in the event of failure of the primary control system.
4. Hall Call Button Failure: Should failure of hall call button system occur, initiate operation providing predetermined service to all landings; elevators respond normally to car calls.
5. Automatic Leveling:
a. When arriving at a floor cars level to within 1/8" above or below the landing sill prior to opening doors, without travelling past the landing during leveling.
b. Maintain leveling accuracy regardless of carload, direction of travel, rope slippage or stretch.
6. Power Conservation:
a. Shut off car interior lighting and ventilation fan after adjustable period (60-180 seconds) of no elevator demand.
b. Turn on prior to opening car doors when elevator demand returns.

B. Door Operation:

1. Passenger Elevators:
a. Automatically open doors when car arrives at a floor.
b. Stop and reopen doors or hold doors in open position upon activation of "door open" button.
c. At expiration of normal dwell time, or upon activation of "door close" button, close doors:
1. Prevent doors from closing and reverse doors at normal opening speed if door reopening device beams are obstructed while doors are closing, except during nudging operations.
2. In event of door reopening device failure, provide for automatic shutdown of car at floor level with doors open.
3. Close cycle does not begin upon activation of "door close" button until normal door dwell time for a car or hall call has expired, except firefighters' operation.
d. Nudging Operation:
1. After beams of door reopening device are obstructed for a predetermined time interval (minimum 20.0-25.0 seconds), sound warning signal, and attempt to close doors with maximum of 2.5 foot-pounds kinetic energy.
2. Activation of the door open button overrides nudging operation and reopens doors.
e. Interrupted Beam Time:
1. When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds.
2. When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0-1.5 seconds after beams are reestablished.

f. Differential Door Time:
1. Field adjustable time that doors remain open after stopping in response to calls.
2. Car Call: Hold open time adjustable between 3.0 and 5.0 seconds.
3. Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds.
g. Use hall call time when car responds to coincidental calls.
h. Reopen doors when car is designated for loading.

C. Independent Service:
1. When feature is activated from within the car allow control of car only from buttons and controls inside the car.
2. Close doors by constant pressure on desired destination floor button or door close button.

D. Selective Collective Operation, Two-Car Group, Jail Cars 2-3:
1. Elevators operate via momentary pressure buttons to:
a. Place hall call by selecting direction of travel at each hall landing (up and down buttons at each floor served).
b. Place car call by selecting destination floor from inside the car (individual buttons for each floor served).
2. Hall calls, other than calls placed at the landing at which car is standing, start car and cause the car to stop at first landing for which a call is registered in the direction of travel.
3. Car calls cause the car to stop at the floors registered in the order the car arrives at each selected floor in its current direction of travel.
4. Free Car:
a. When there are no calls in the system, one car is automatically dispatched to the elevator discharge level (home car), park other car (free car) at its last stop above elevator discharge level.
b. An idle free car answers call above or below it, except calls at main or Basement landings (where applicable).
c. When free car travels to main landing in response to a car call, it becomes home car and former home car travels to a middle floor above main landing and becomes the free car.
d. When free car is responding to calls, home car shall respond to the following:
1. Up calls below UP traveling free car.
2. All Up and Down calls behind DOWN traveling free car.
3. Any hall calls registered when free car is delayed in its normal operation for a predetermined period.
e. When both cars are responding to registered car and hall calls, the first car to complete its calls becomes the assigned home car, and is dispatched automatically to the Main Landing.
f. Only one car responds to each hall call.
5. If either car is removed from service, the other car responds to all registered hall calls and its own car calls.
6. Car and Hall Lanterns:
a. Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
b. Visual signal remains active from commencement of door opening until doors are completely closed.

E. Selective Collective Operation, Single Car, Jail Car 5:
1. Elevators operate via momentary pressure buttons to:
a. Place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
b. Place car call by selecting destination floor from inside the car (individual buttons for each floor served).

F. Standby or Emergency Power Operation, Cars 2, and 3
2. Hall calls, other than calls placed at the landing at which car is standing, start car, and cause the car to stop at first landing for which a call is registered in the direction of travel.
3. Stops are made in order in which landings are reached, irrespective of sequence in which calls are registered.
4. Parked Car (No Demand):
a. When feature is enabled elevator remains at landing of last assignment (if no further demand) with doors closed, for a predetermined amount of time (programmable for any amount of time). Upon expiration of time, the elevator returns to the main egress landing with the doors closed.
b. If feature is disabled, if no further demand, the elevator remains at landing of last assignment with the doors closed until a hall call is registered.

D. Selective Collective Operation, Single Car, Car 1 (Cedar Park Annex):

1. Elevators operate via momentary pressure buttons to:
   a) Place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
   b) Place car call by selecting destination floor from inside the car (individual buttons for each floor served).
2. Hall calls, other than calls placed at the landing at which car is standing, start car, and cause the car to stop at first landing for which a call is registered in the direction of travel.
3. Stops are made in order in which landings are reached, irrespective of sequence in which calls are registered.
4. Parked Car (No Demand):
   a) When feature is enabled elevator remains at landing of last assignment (if no further demand) with doors closed, for a predetermined amount of time (programmable for any amount of time). Upon expiration of time, the elevator returns to the main egress landing with the doors closed.
   b) If feature is disabled, if no further demand, the elevator remains at landing of last assignment with the doors closed until a hall call is registered.
5. Car and Hall Lanterns:
   a) Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
   b) Visual signal remains active from commencement of door opening until doors are completely closed.

E. Standby or Emergency Power Operation, Car 1 (Cedar Park Annex):
1. The terms Standby Power and Emergency Power are both referred to as Emergency Power in this Section. Elevator operation is the same when either is provided.
2. Where emergency power is provided to the elevator main disconnects and required by the Building Code the elevator installation shall comply with the Emergency Power Operation requirements of ASME A17.1 as modified by any superseding Building Code requirements.
3. Where emergency power is not provided, all elevator controller software and sequencing capabilities to allow future emergency power operation shall be included in the elevator control systems based on the applicable code requirements for new buildings in effect at the time of project permit application.
4. Operation is activated by a signal from an Automatic Transfer Switch (ATS) to elevator controls indicating the Emergency power source is operational.
5. Start and run ELEVATOR #1 and any single car simultaneously at contract car speed and capacity.
6. Illuminate “ELEVATOR EMERGENCY POWER” signals.

5. Car and Hall Lanterns:
   a. Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
   b. Visual signal remains active from commencement of door opening until doors are completely closed.

F. Standby or Emergency Power Operation, Cars 2, 3, 5 and Cedar Park Annex, Car 1:
1. The terms Standby Power and Emergency Power are both referred to as Emergency Power in this Section. Elevator operation is the same when either is provided.
2. Where emergency power is provided to the elevator main disconnects and required by the Building Code the elevator installation shall comply with the Emergency Power Operation requirements of ASME A17.1 as modified by any superseding Building Code requirements.
3. Where emergency power is not provided, all elevator controller software and sequencing capabilities to allow future emergency power operation shall be included in the elevator control systems based on the applicable code requirements for new buildings in effect at the time of project permit application.
4. Operation is activated by a signal from an Automatic Transfer Switch (ATS) to elevator controls indicating the Emergency power source is operational.
5. Start and run ELEVATORS 2, 3, 5 and Cedar Park Annex #1 and any single car simultaneously at contract car speed and capacity.
6. Illuminate “ELEVATOR EMERGENCY POWER” signals.
7. Automatic Selection and Return to Designated Landing: Provide automatic selection and return to designated landing for all elevator banks and single elevators in the building. <INCLUDE WHEN STANDBY OR EM POWER IS PROVIDED BUT IS NOT CAPABLE OF RUNNING ALL ELEVATORS IN THE BUILDING SIMULTANEOUSLY>
8. Restoration of Normal Power:
   a) At least 20 seconds prior to transfer from emergency power to normal power at the ATS, a pre-transfer signal is supplied to the elevator control system from the ATS.

b) Elevators operating on emergency power stop at the next available landing and remain there until normal power is restored.

G. Battery Rescue Operation:
1. Upon loss of normal power automatically lower or raise the car to the nearest landing depending on the load in the car.
2. Upon arrival at the landing, the elevator doors shall open automatically and remain open until regular door time has expired; the elevator shall then be removed from service.
3. Upon restoration of normal power, the elevator shall automatically resume normal operation.

H. Firefighters' Emergency Operation: Provide equipment and operation in accordance with applicable code requirements. Replace all Firefighters Emergency Operation key switches that control non-modernized elevators in this building to match modernized elevators when first car in group is returned to service.

I. Battery Backup Operation for Emergency Lighting, Communication, and Alarm:
1. Car mounted battery unit with solid-state charger to operate alarm bell, car emergency lighting, and voice communication system.
2. Car lighting and communication shall be provided with a minimum of 4 hours of operation on back-up power during a loss of normal power, and a minimum of 1 hour of operation for car-mounted alarm, and any remote alarm mounted at the designated floor level.
3. Battery to be rechargeable with minimum five-year life expectancy.
4. Provide constant pressure test button in service compartment of car operating panel.
5. Provide lighting integral with portion of normal car lighting system.

J. Emergency Car Communication System Operation:
1. Comply with all requirements of ASME A17.1 2016 , or later editions if adopted by the AHJ.
2. Hands-Free Phone System:
a. In Car System:
1. Hands-free two-way audio communication system in each elevator car.
2. Automatic dialer to include automatic rollover capability if call is not answered with minimum two numbers.
3. Intercom type systems shall be capable of auto dialing out of the building to any active telephone number selected by Owner if intercom call is not answered.
4. Means to identify building and car for Authorized Personnel and Emergency Personnel on demand.
5. Activated by button in car identified with "PHONE" symbol or by external telephone call.
6. Adjacent light jewel illuminates and flashes when call is acknowledged.
3. Authorized Personnel Communication:
a. Communication system allows authorized personnel, via phone or intercom system, inside the building or at an outside location, to establish verbal communications with each elevator individually.

EXECUTION

SITE CONDITION INSPECTION:

A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.

B. Inform Owner of any irregularities in writing prior to commencing work.

C. Do not proceed with installation until work in place conforms to project requirements.

INSTALLATION

A. Install all equipment as follows:
1. in accordance with Contractor's instructions, referenced codes, specifications, and approved submittals.
2. with clearances in accordance with referenced codes, and specifications.
3. to be easily maintained and/or removed.
4. to afford maximum accessibility, safety, and continuity of operation.

B. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
2. Machine room equipment, and pit equipment.

3. Neatly touch up damaged factory-painted surfaces with original paint color.
4. Protect machine-finish surfaces against corrosion.

C. Paint machine room floors and pit floors.

FIELD QUALITY CONTROL

A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.

B. Perform complete "Acceptance" level pre-testing as specified in the latest edition of ASME A17.2 "Guide for Inspection of Elevators, Escalators, and Moving Walks" prior to AHJ witnessed acceptance testing. Complete any adjustments, repairs, or replacements necessary to achieve code compliant operation including but not limited to:

1. Car emergency communications. Inform Owner of any noted failures of Owner provided and maintained equipment or systems.
2. Phase I and II Firefighters' Emergency Operation. Phase I initiated by smoke sensing devices.
3. Power car door operation including door closing force, reopening device, and restricted opening.

C. Have Code Authority acceptance inspection performed and complete corrective work.

D. Provide access to installed equipment and elevator personnel assistance for Owner's final observation and review requirements.

ADJUSTMENTS

A. Static balance car to equalize pressure of guide shoes on guide rails.

B. Verify that weights of existing or altered cars, counterweights, and compensation comply with traction machine manufacturers' requirements and do not exceed total weights indicated on approved submittals. See Section 01 30 00, Submittals.

C. Lubricate all equipment in accordance with Contractor's instructions.

D. Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

CLEANUP

A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials daily.

B. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust, including walls, building beams, sill ledges, and hoistway divider beams.

C. Care shall be to not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.

D. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust, and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.

E. Paint machine room floors and pit floors.

F. Remove all loose materials and filings resulting from work.

G. Clean machine room equipment and floor.

H. Clean car, car enclosure, entrances, operating and signal fixtures.

FINAL COMPLIANCE REVIEW

A. Review procedure shall apply for individual elevators, portions of groups of elevators, and completed groups of elevators accepted on an interim basis, or elevators and groups of elevators completed, accepted, and placed in operation.

B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Owner's final review. Work shall be considered ready for Owner's final contract compliance review when all Contractor's tests are complete, all deficiencies noted by the AHJ have been rectified, and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.

C. Provide 80 hours of accrued run-in time prior to inspection and field reviews.

D. Run-in time must include door open and close cycles, without interfering with usual business activity.

E. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Owner's review.

F. Furnish labor, materials, and equipment necessary for Owner's review. Notify Owner five working days in advance when ready for final review of elevator or group of elevators.

G. Owner's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Contractor for corrective action. Owner's review shall include as a minimum:
    1. Workmanship and equipment compliance with Contract Documents.
    2. Contract speed, capacity, floor-to-floor times, and door performance compliance with Contract Documents.
    3. Performance of following is satisfactory:
        a. Starting, accelerating, running.
        b. Decelerating, stopping accuracy.
        c. Door operation and closing force.
        d. Equipment noise levels.
        e. Signal fixture utility.
        f. Overall ride quality.
        g. Performance of door control devices.
        h. Operations of emergency two-way communication device.
        i. Operations of firefighters' service.
        j. Operations of special security features and floor lock-off provisions.
        k. Operations of remote monitoring devices.
        l. Operations of emergency brake device.
H. Test Results:
    1. In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of Owner. Tests will be conducted under both no load and full load condition.

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Williamson County - AGREEMENT BETWEEN OWNER AND DESIGN/BUILD CONTRACTOR

Final Audit Report 2025-10-31

Created:	2025-10-31
By:	Aleasha Brandon (aleasha@centraltexaselevator.com)
Status:	Signed
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Adobe Acrobat Sign

November 3, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
100 Wilco Way
Georgetown, TX 78626

Re: 25RFP77
Elevator Refurbishments
Recommendation of Agreement Award

After independently and collectively reviewing qualification submissions and conducting interviews with the lead candidates, the evaluation committee found **Central Texas Elevator, LLC.** to be the best-suited candidate to refurbish specific elevators outlined in 25RFP77 for Williamson County owned properties.

Based on the Committee's evaluation, the Wilco Facilities Management Department recommends that the Williamson County Commissioners Court award the Contract to **Central Texas Elevator, LLC**.

Sincerely,

Dale Butler
Senior Director, Facilities Management Department

WILLIAMSON COUNTY
(512) 943-1599
dale.butler@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

25RFP77 - Elevator Refurbishment_CC Recommendation Letter

Final Audit Report 2025-11-03

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By:	Christy Matoska (christy.matoska@wilco.org)
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Signer dale.butler@wilcotx.gov entered name at signing as Dale Butler
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25RFP77 - Elevator Refurbishments

COMPANY	TOTAL SCORE	Proposal Completeness Pass/Fail	Company Experience of Similar Type & Size Projects/ Company Performance w/Government Agencies/ Site Superintendent Professional Experience (60 Points)	Pricing Sheet (40 points)	Ranking
ATTA Elevators	74	Pass	44	30	4
Central Texas Elevator	95	Pass	55	40	2
** Fortress Elevator	96	Pass	58	38	1 **
Metro Elevator Central Texas	90	Pass	57	33	3
TKE	54	Pass	54	0	5

[redacted]

** Fortress Elevator withdrew submission due to pricing omission**

ATTA Elevators	$3,107,148.00
Central Texas Elevator	$2,352,188.91
Metro Elevator	$2,824,689.00
Fortress Elevator, LLC	$2,466,602.96
TK Elevator	$1,597,246.38

Evaluation Date: 10/02/2025

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1383979

Date Filed:
11/03/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Central Texas Elevator, LLC
Bastrop, 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.
Elevator Modernizations_CTE_AC
Elevator Modernizations of Williamson County Jail and Cedar Park Annex

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Breann Leighton, 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 Bastrop County, State of Texas, on the 03 day of November (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1383979

Date Filed:
11/03/2025

Date Acknowledged:
11/06/2025

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

Central Texas Elevator, LLC
Bastrop, 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.

Elevator Modernizations_CTE_AC
Elevator Modernizations of Williamson County Jail and Cedar Park Annex

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(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 **87.**

Meeting Date: 11/18/2025

Receive the November 2025 Construction Summary Report and PowerPoint Presentation

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the November 2025 Construction Summary Report and PowerPoint Presentation

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2025 PowerPoint Presentation

November 2025 Construction Summary Report

Form Review

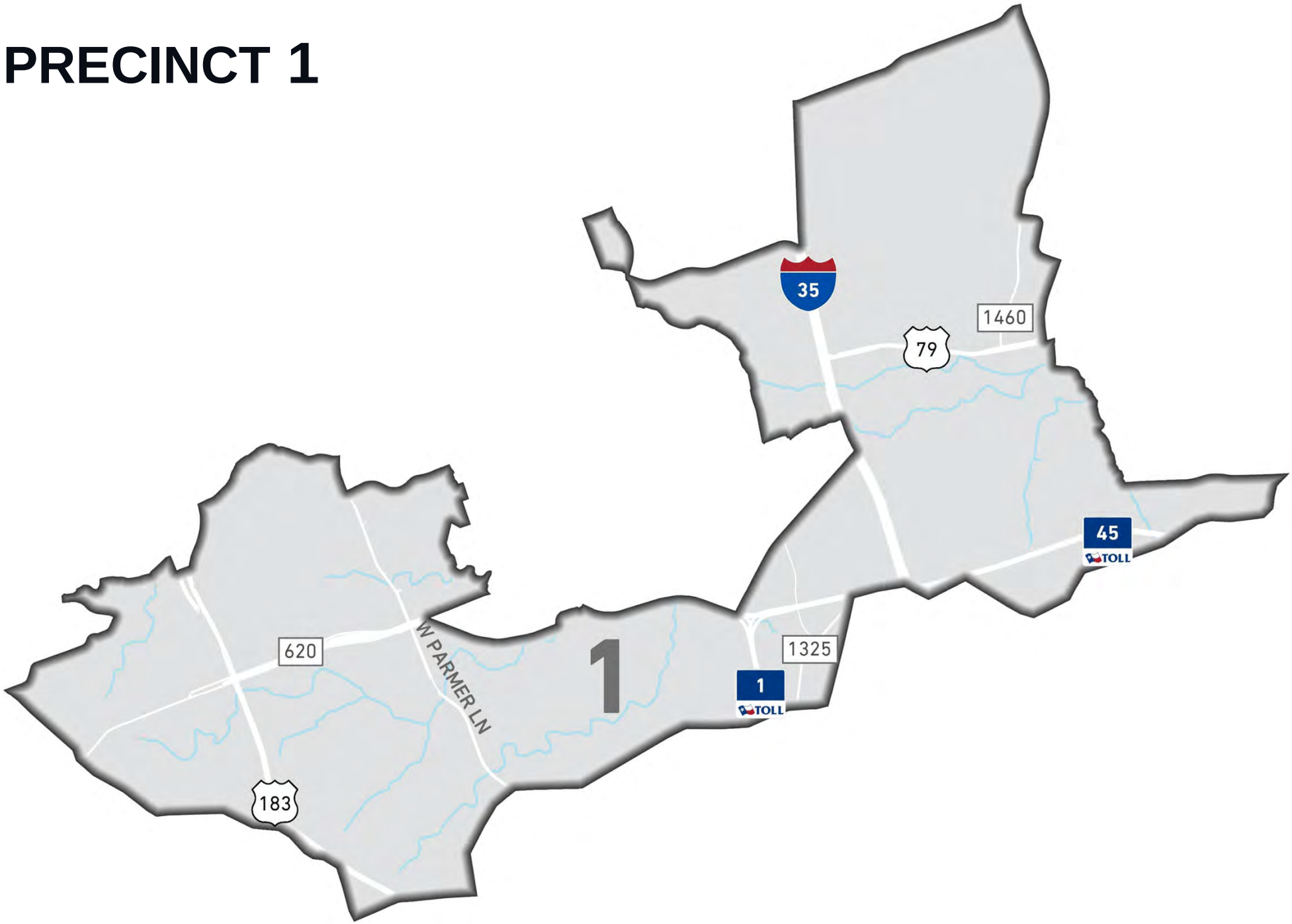
Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:25 AM
Form Started By: Ragan Riggs		Started On: 11/11/2025 12:59 PM
Final Approval Date: 11/12/2025		

WILLIAMSON COUNTY COMMISSIONERS COURT

ROAD BOND PROGRAM

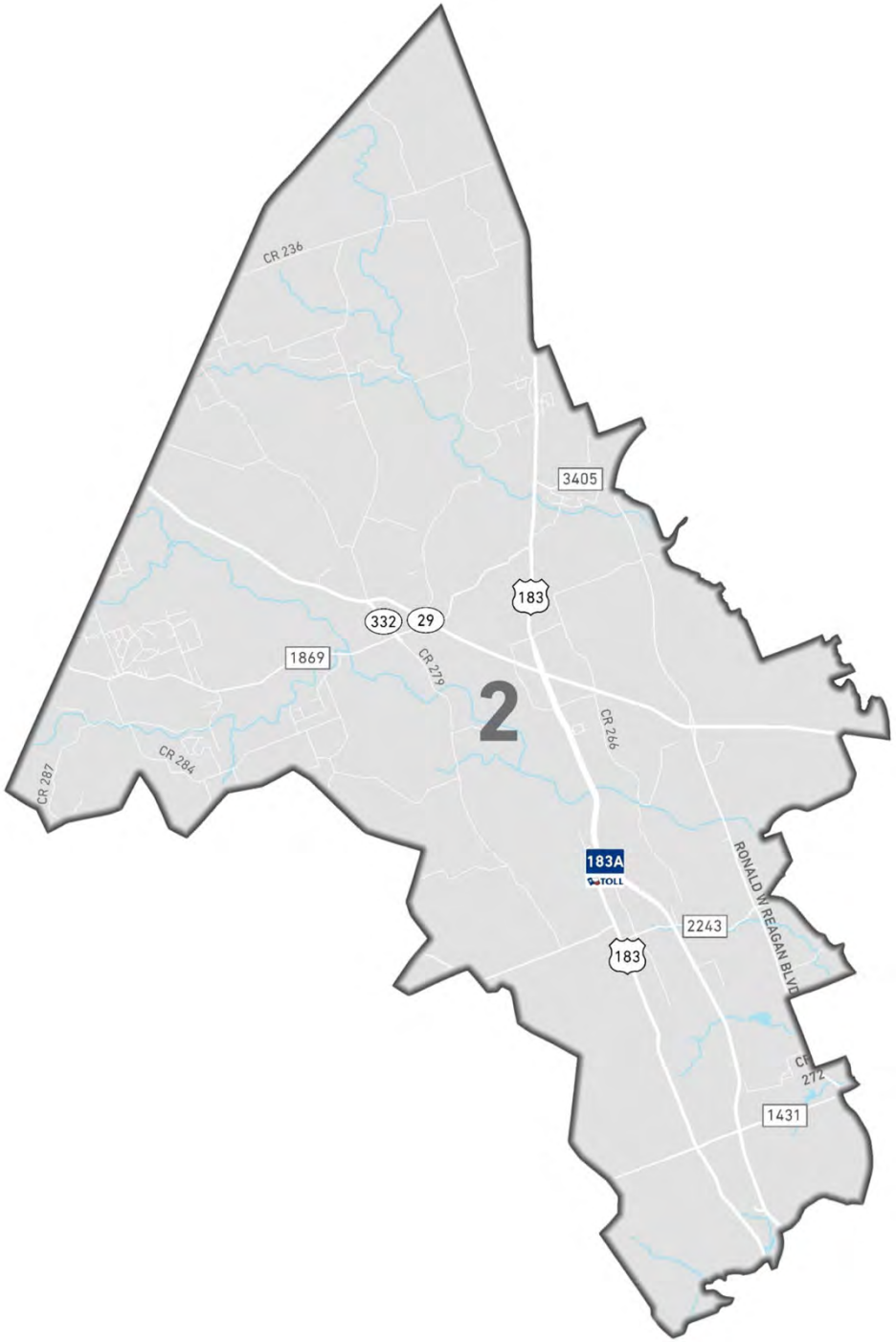
November 18, 2025

PRECINCT 1



Projects under planning and design, no active construction projects.

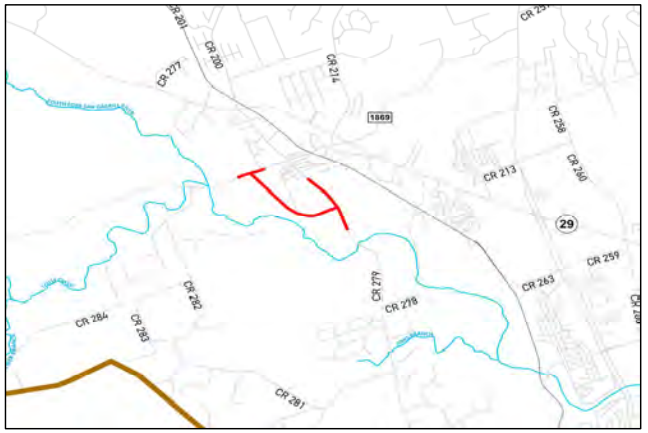
PRECINCT 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
CR 272
1431

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Anticipated Completion

Late 2025



Original contract amount = $14,149,449.00

Total change orders = $295,362.00

Adjusted contract price = $14,444,811.00

Expenditures to date = $10,774,309.73 (75%)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

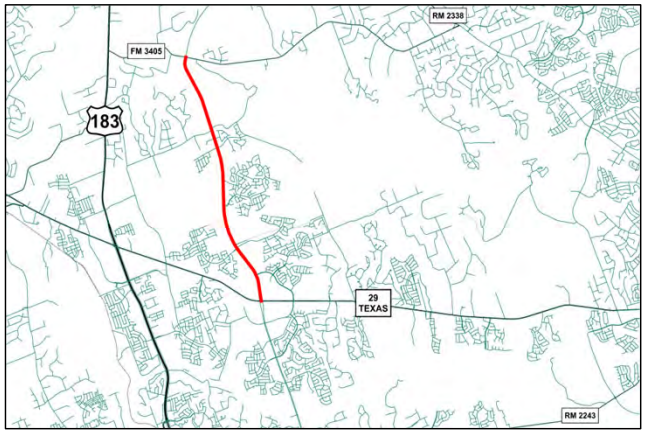
Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Liberty Hill (SH 29) Bypass
(RM 1869 to CR 279)

Ronald Reagan Widening
(SH 29 to FM 3405)

Anticipated Completion

Summer 2027



Original Contract Price = $52,159,299.00

Total Change Orders to Date = $83,221.75

Adjusted Contract Price = $52,242,520.75

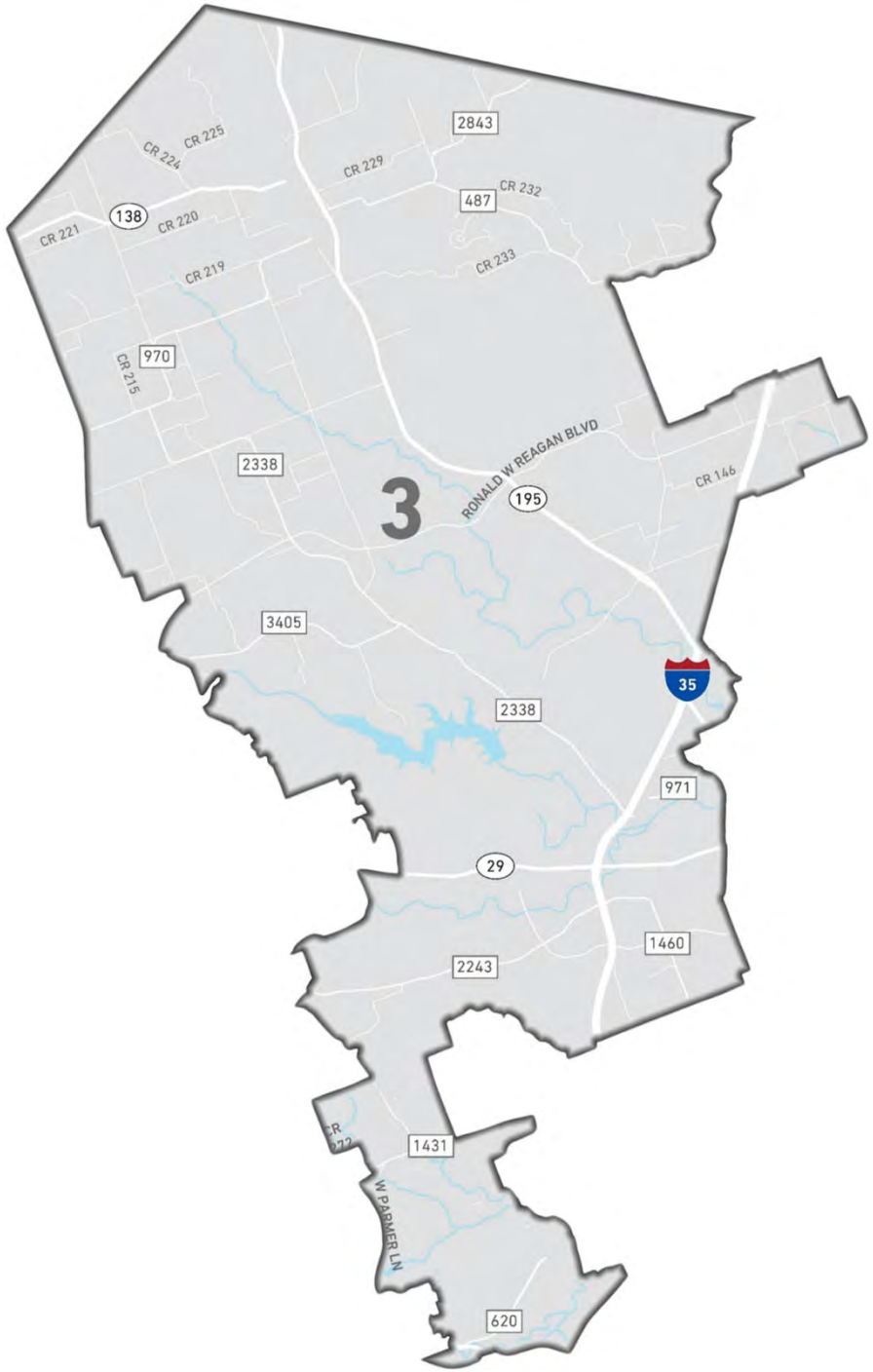
Expenditures to Date = $28,709,886.59 (55%)

Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

Ronald Reagan Widening
(SH 29 to FM 3405)

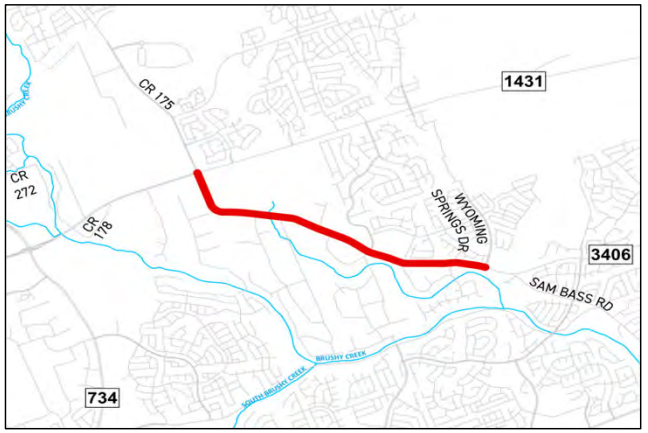
PRECINCT 3


3
2843
CR 225
CR 224
CR 229
CR 232
487
138
CR 221
CR 220
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Spring 2026



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$1,601,119.76

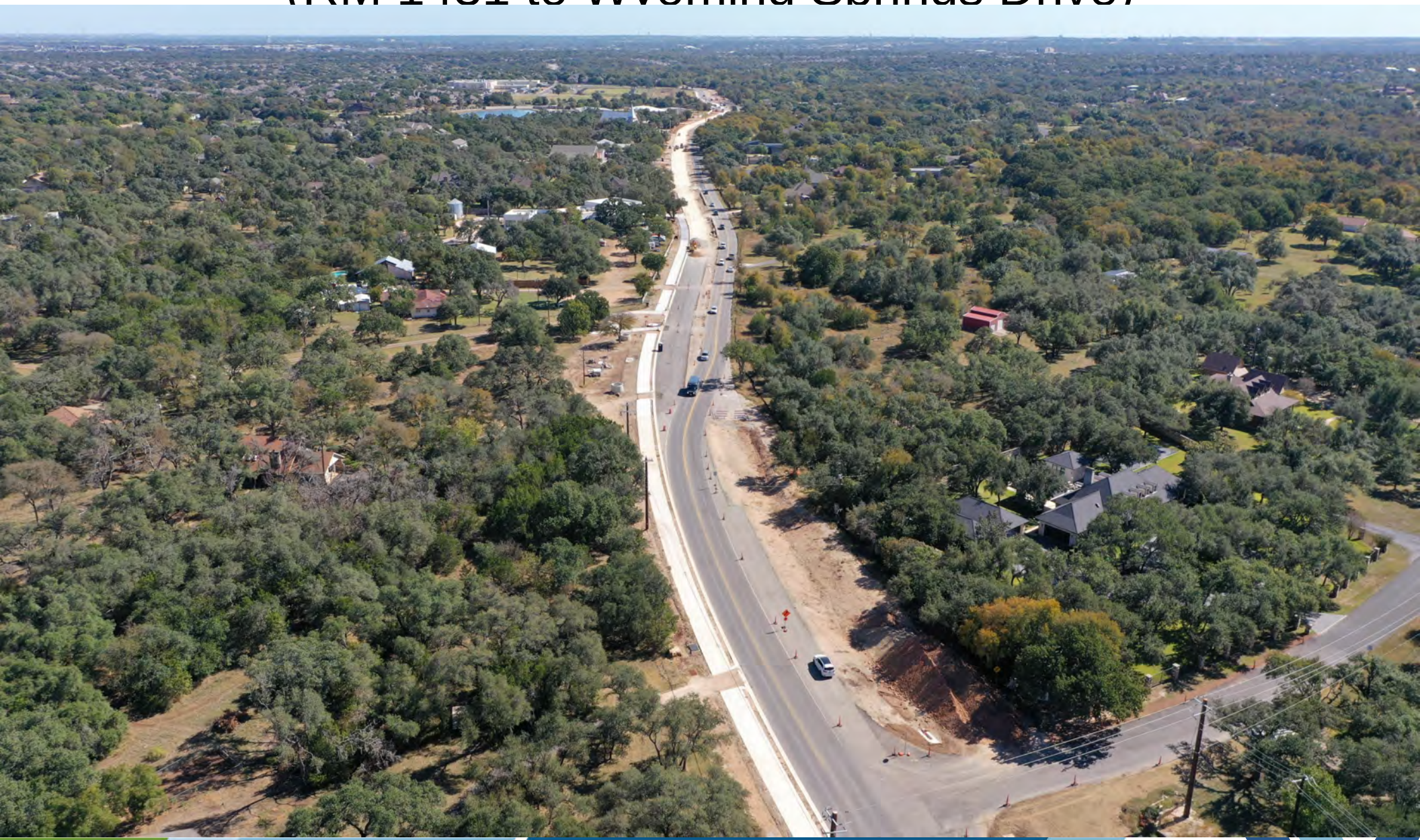
Adjusted Contract Price = $34,544,839.24

Expenditures to Date = $27,295,192.79 (79%)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

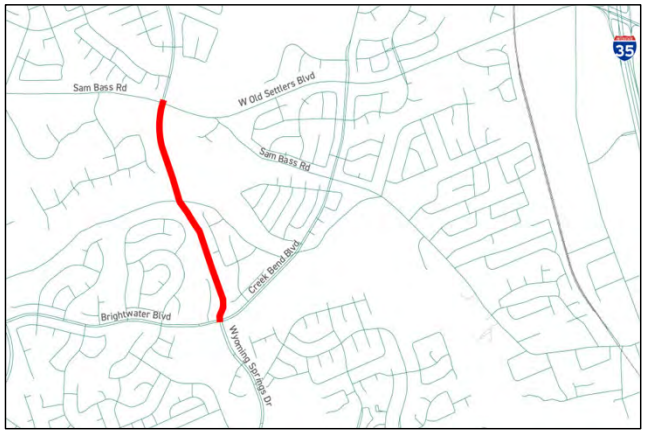
Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)



Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Anticipated Completion

Late 2026



Partnership with the City of Round Rock

Original Contract Amount = $25,917,630.47

Construction is managed by the City of Round Rock

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

Wyoming Springs Extension
(Brightwater Boulevard/Creek Bend to Sam Bass Road)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026

Original Contract Price = $20,847,300.93

Total Change Orders to Date = $27,409.41

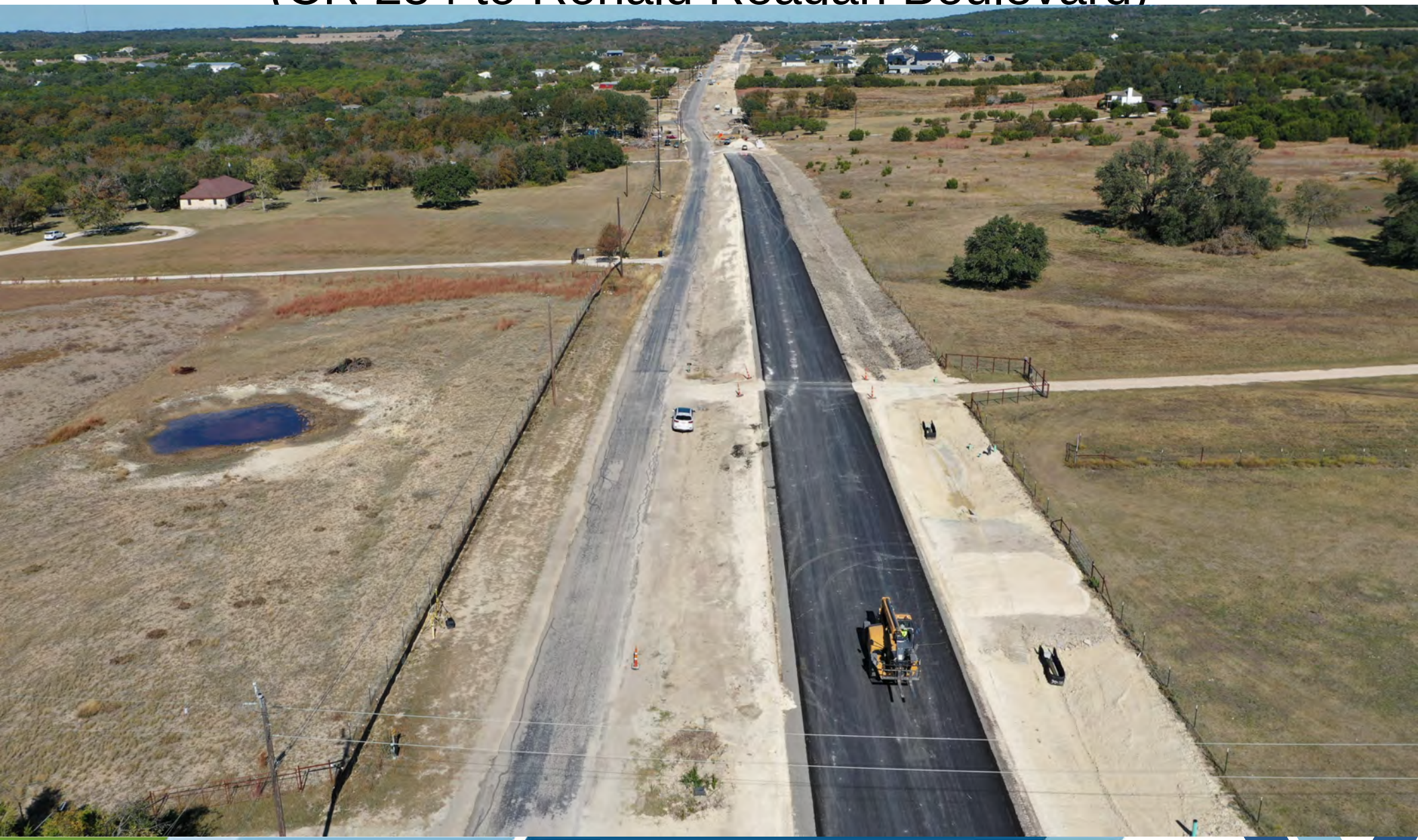
Adjusted Contract Price = $20,874,710.34

Expenditures to Date = $11,142,695.21 (53%)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)

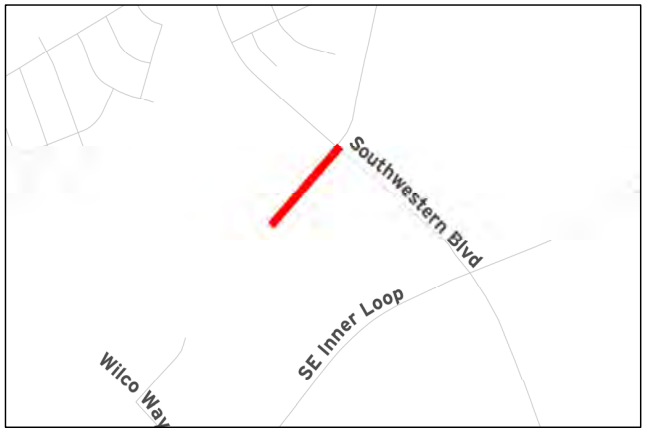
CR 255 (Road and Bridge Funded)
(CR 254 to Ronald Reagan Boulevard)



Wilco Way (Tracy Chambers Lane to Wilco Way) (Infrastructure Funded)

Anticipated Completion

Early 2026



Original Contract Price = $2,706,129.45

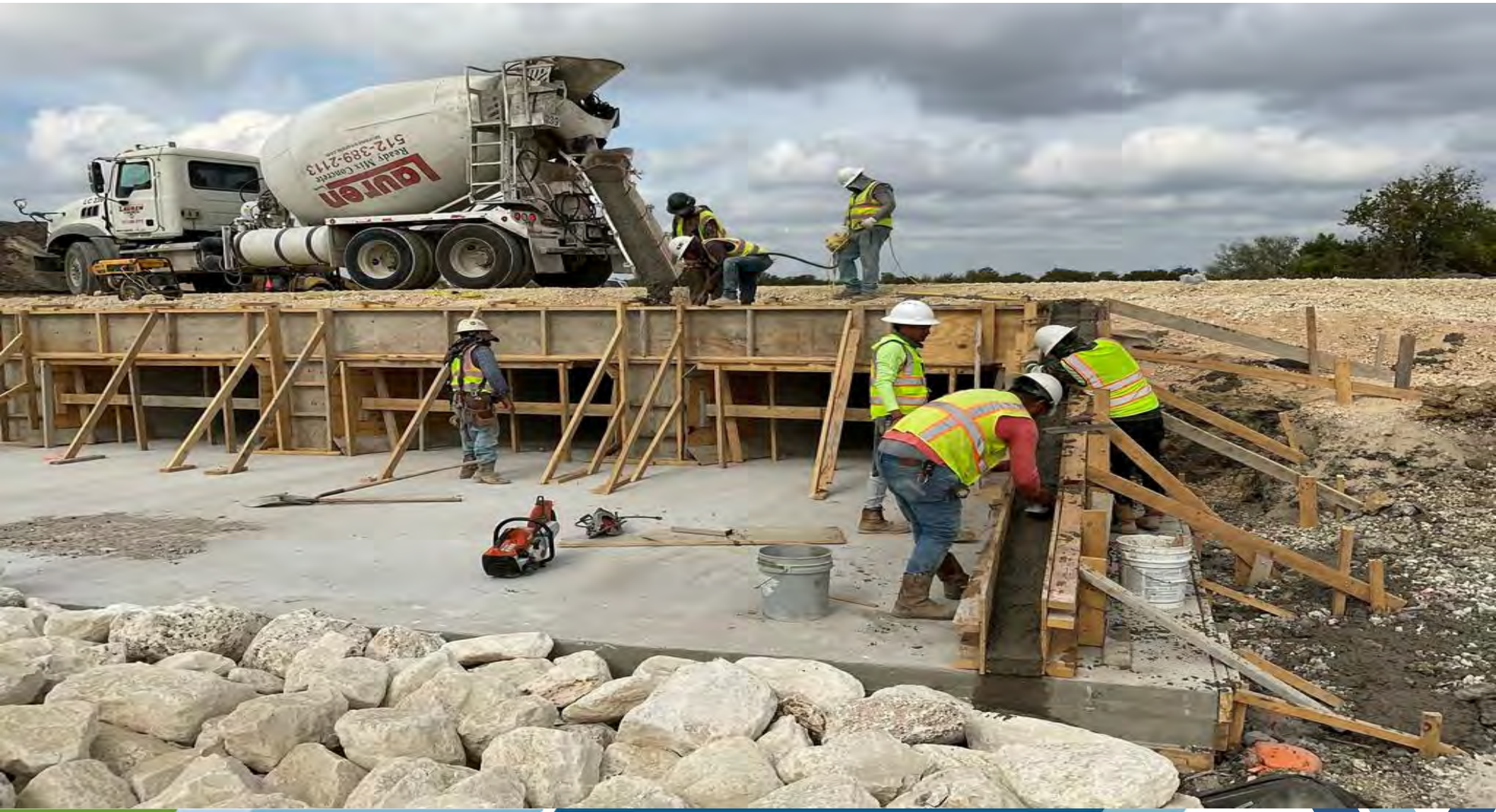
Total Change Orders to Date = $73,283.90

Adjusted Contract Price = $2,779,413.35

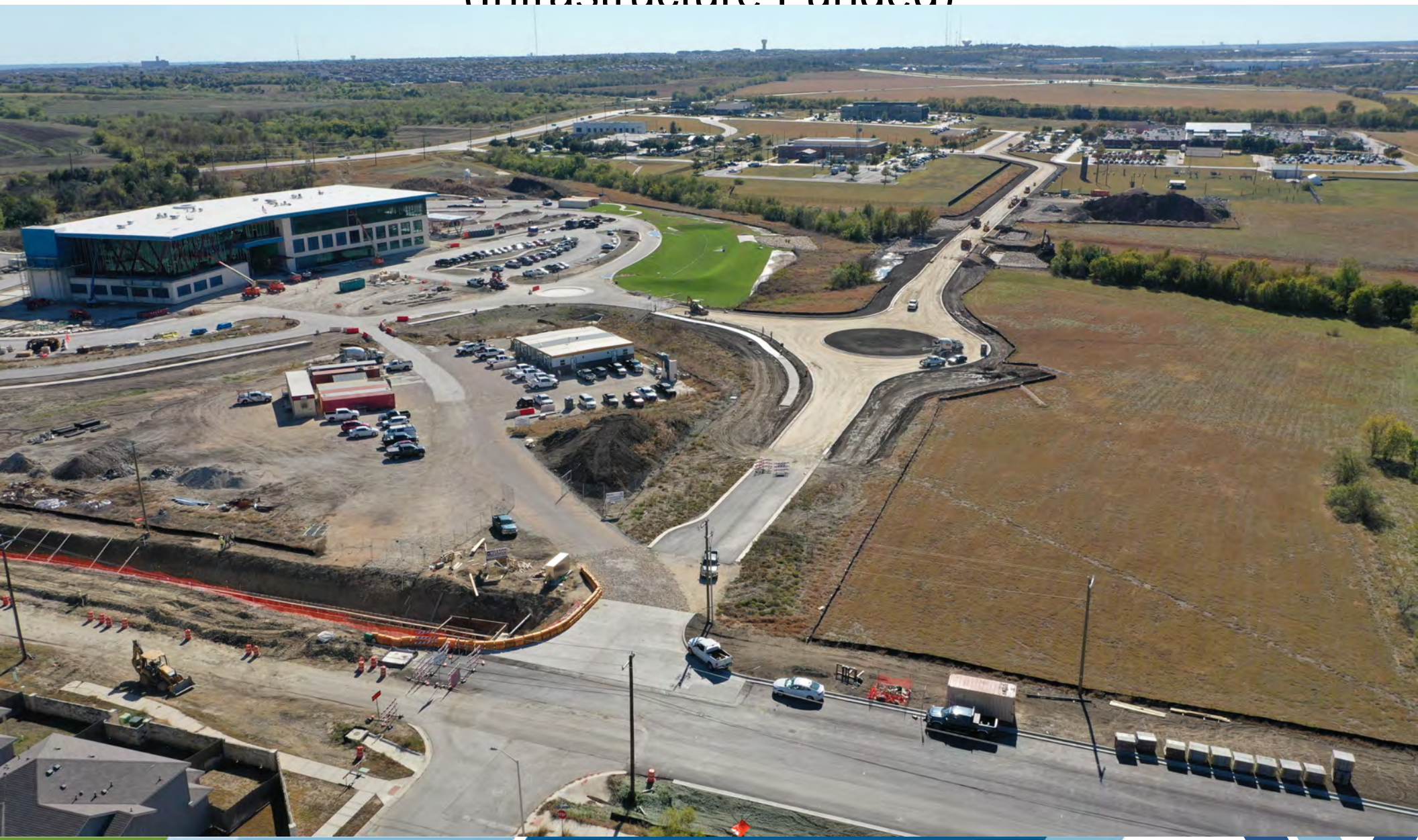
Expenditures to Date = $1,085,686.97 (40%)

Wilco Way (Tracy Chambers Lane Extension to Wilco Way) (Infrastructure Funded)

Wilco Way (Tracy Chambers Lane to Wilco Way) (Infrastructure Funded)



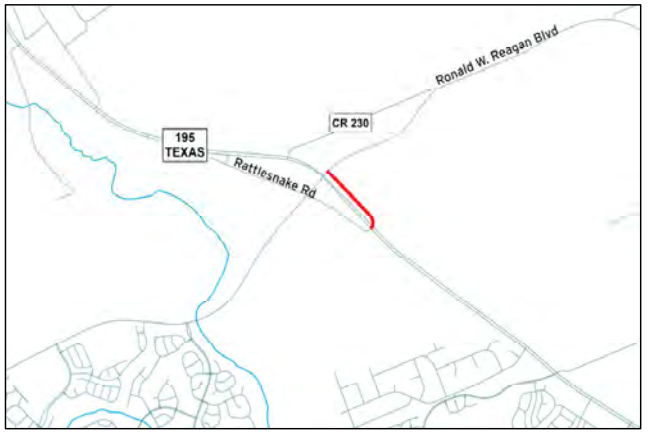
Wilco Way (Tracy Chambers Lane to Wilco Way) (Infrastructure Funded)



SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

Anticipated Completion

Summer 2026



Original Contract Price = $3,608,141.00

Total Change Orders to Date = $0.00

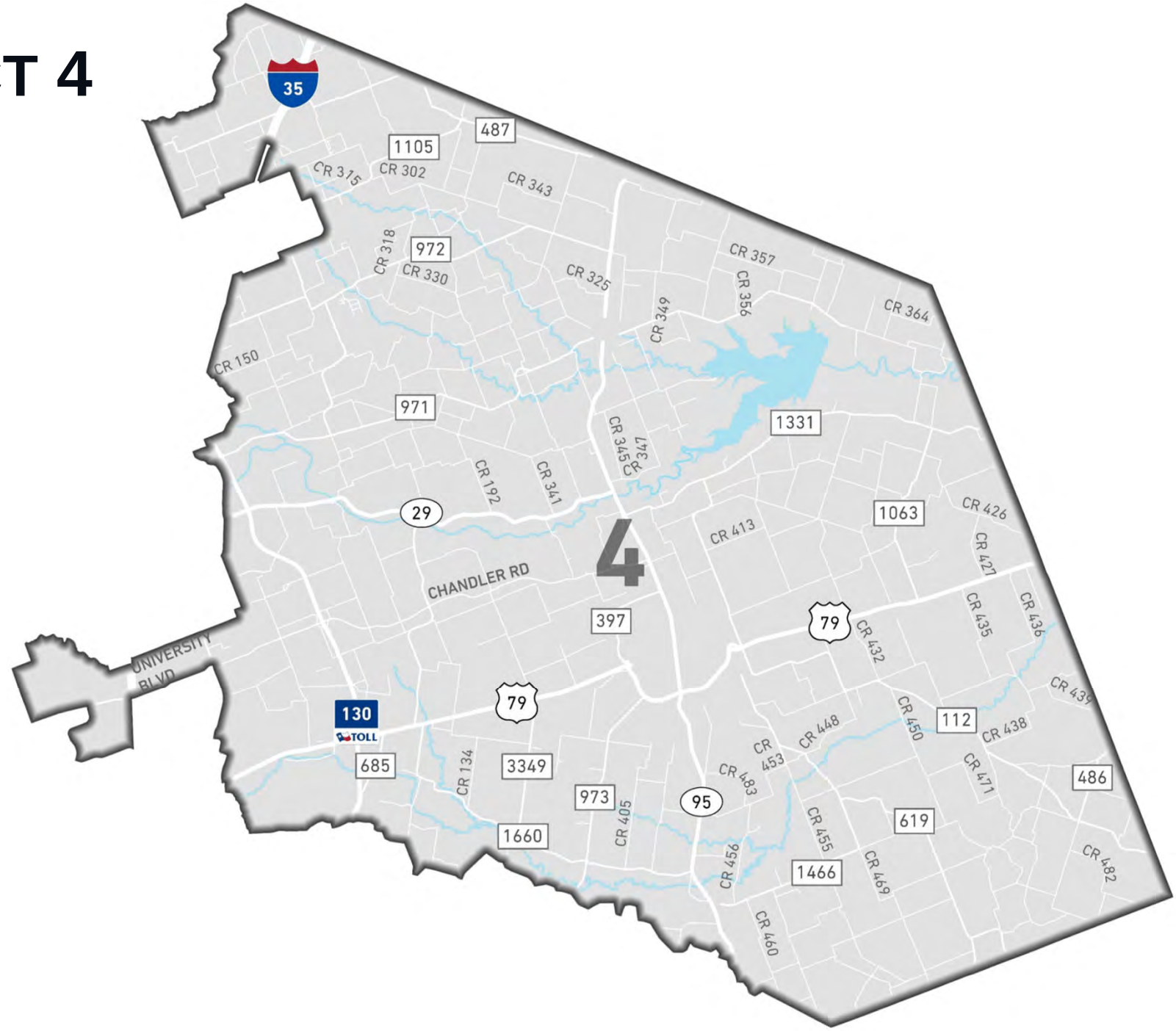
Adjusted Contract Price = $3,608,141.00

Expenditures to Date = $126,855.00 (4%)

SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

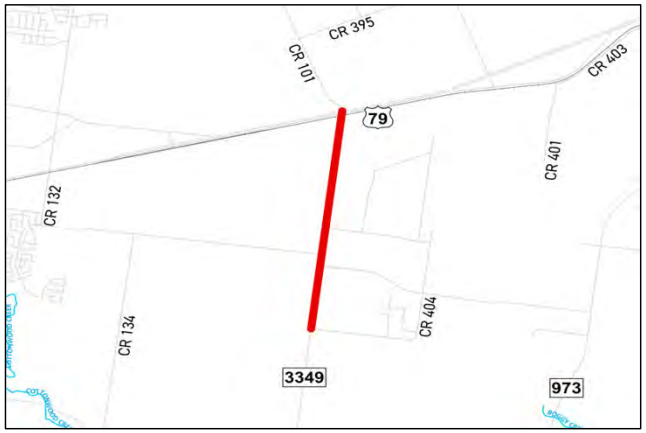
SH 195 at Ronald Reagan Boulevard
(Single Ramp at Ronald Reagan Boulevard)

PRECINCT 4


35
1105
487
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
CR 483
CR 471
685
CR 134
3349
973
95
486
CR 405
619
CR 455
1660
CR 459
1466
CR 469
CR 482
CR 460

East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

Substantially Complete
June 2025 (Roadwork)
Anticipated Completion
Spring 2027 (Rail Relocation)



Original Contract Amount = $81,941,038.13

Total Change Orders = $3,773,639.65

Adjusted Contract Price = $85,714,677.78

Expenditures to Date = $74,025,892.35 (86%)

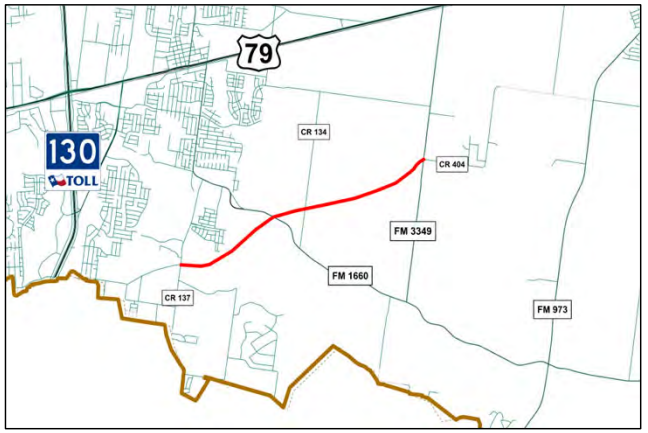
East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)

East Wilco Highway - Segment 2
(CR 137 South of Hutto to CR 404)

Anticipated Completion

Summer 2028



Original contract amount = $64,407,606.63

Total change orders = -$1,869,854.64

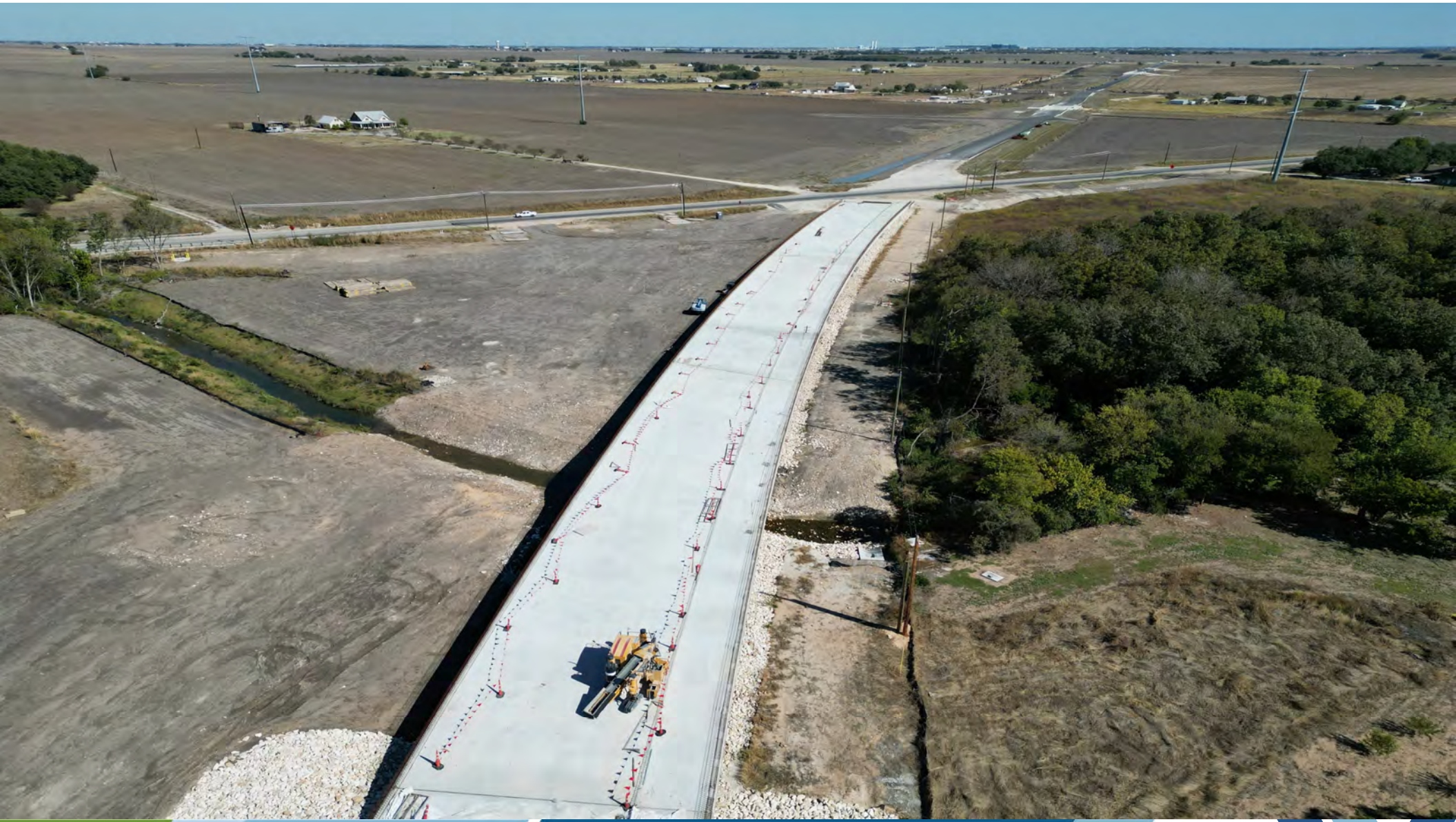
Adjusted contract price = $62,537,751.99

Expenditures to date = $40,810,753.87 (65%)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

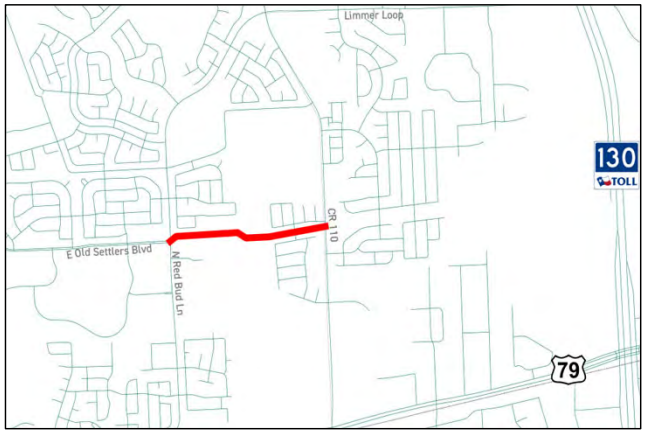
East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)



Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Anticipated Completion

Fall 2025



Partnership with the City of Round Rock

Original Contract Amount = $14,920,847.10

Construction is managed by the City of Round Rock

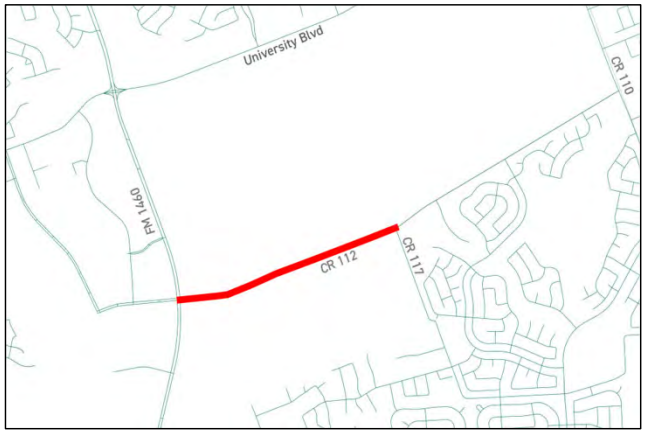
Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

Old Settlers Boulevard
(North Red Bud Lane/CR 122 to CR 110)

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

Anticipated Completion

Late 2026



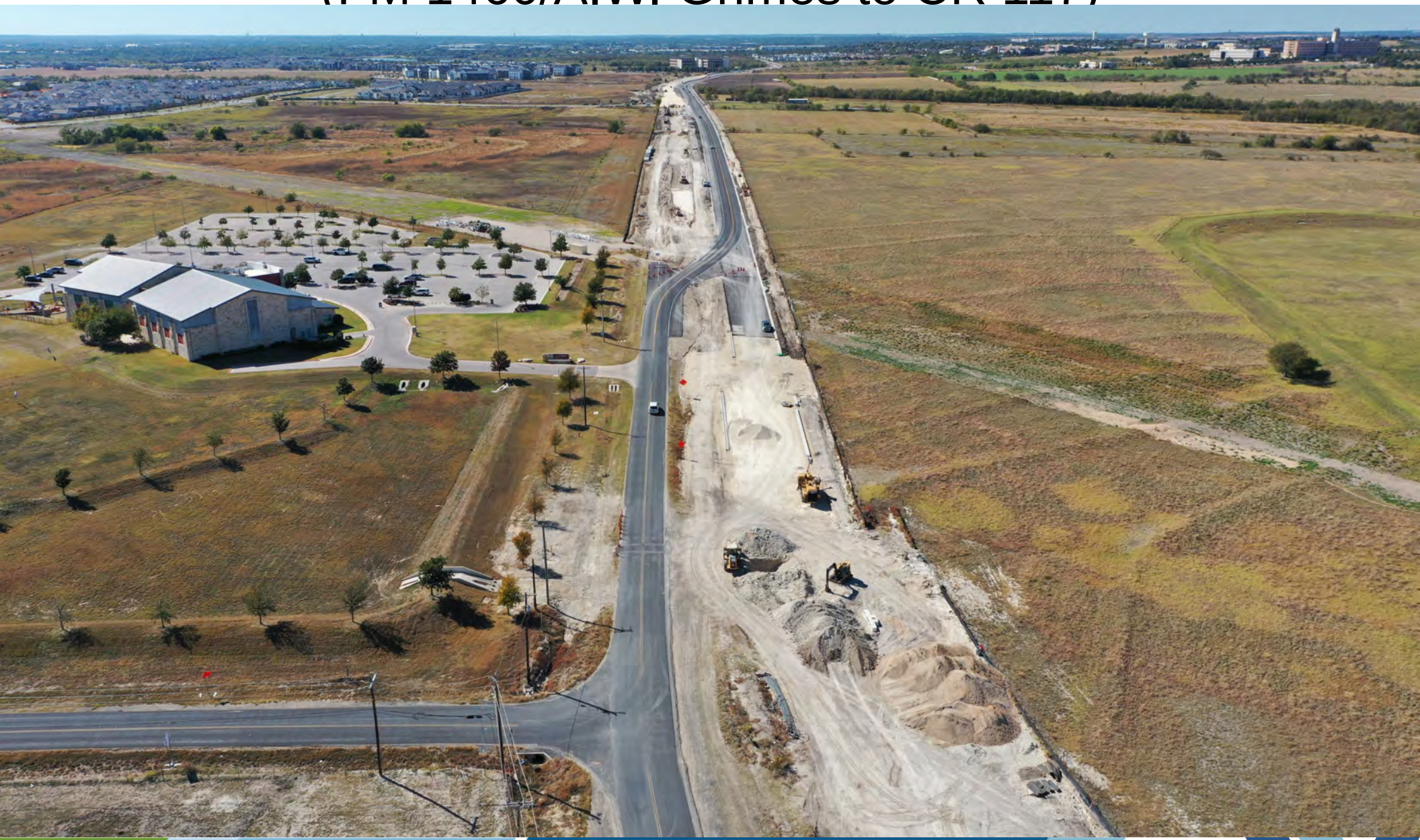
Partnership with the City of Round Rock

Original Contract Amount = $13,119,712.35

Construction is managed by the City of Round Rock

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)

CR 112 Widening
(FM 1460/A.W. Grimes to CR 117)



CR 112 Widening
(CR 117 to CR 110)

Anticipated Completion

Late 2026

Partnership with the City of Round Rock

Original Contract Amount = $20,434,128.40

Construction is managed by the City of Round Rock

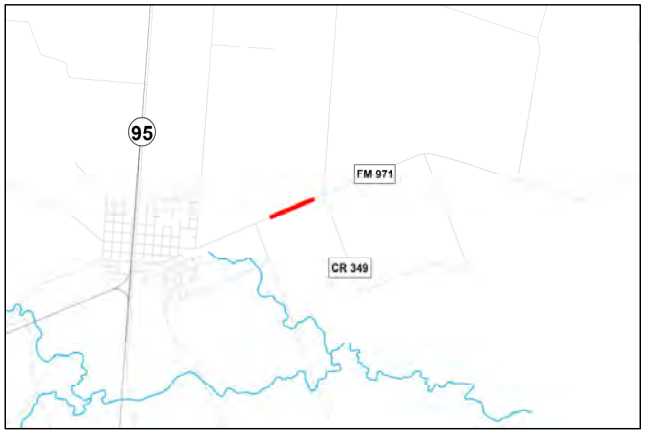
CR 112 Widening
(CR 117 to CR 110)

CR 112 Widening
(CR 117 to CR 110)

FM 971
(Future Granger High School Turn Lanes)

Substantially Complete

October 2025



Original Contract Price = $1,161,629.00

Total Change Orders to Date = $0.00

Adjusted Contract Price = $1,161,629.00

Expenditures to Date = $431,249.50 (37%)

FM 971
(Future Granger High School Turn Lanes)

FM 971
(Future Granger High School Turn Lanes)

FM 971
(Future Granger High School Turn Lanes)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)

Substantially Complete

October 2025

Original Contract Price = $566,829.31

Total Change Orders to Date = $0.00

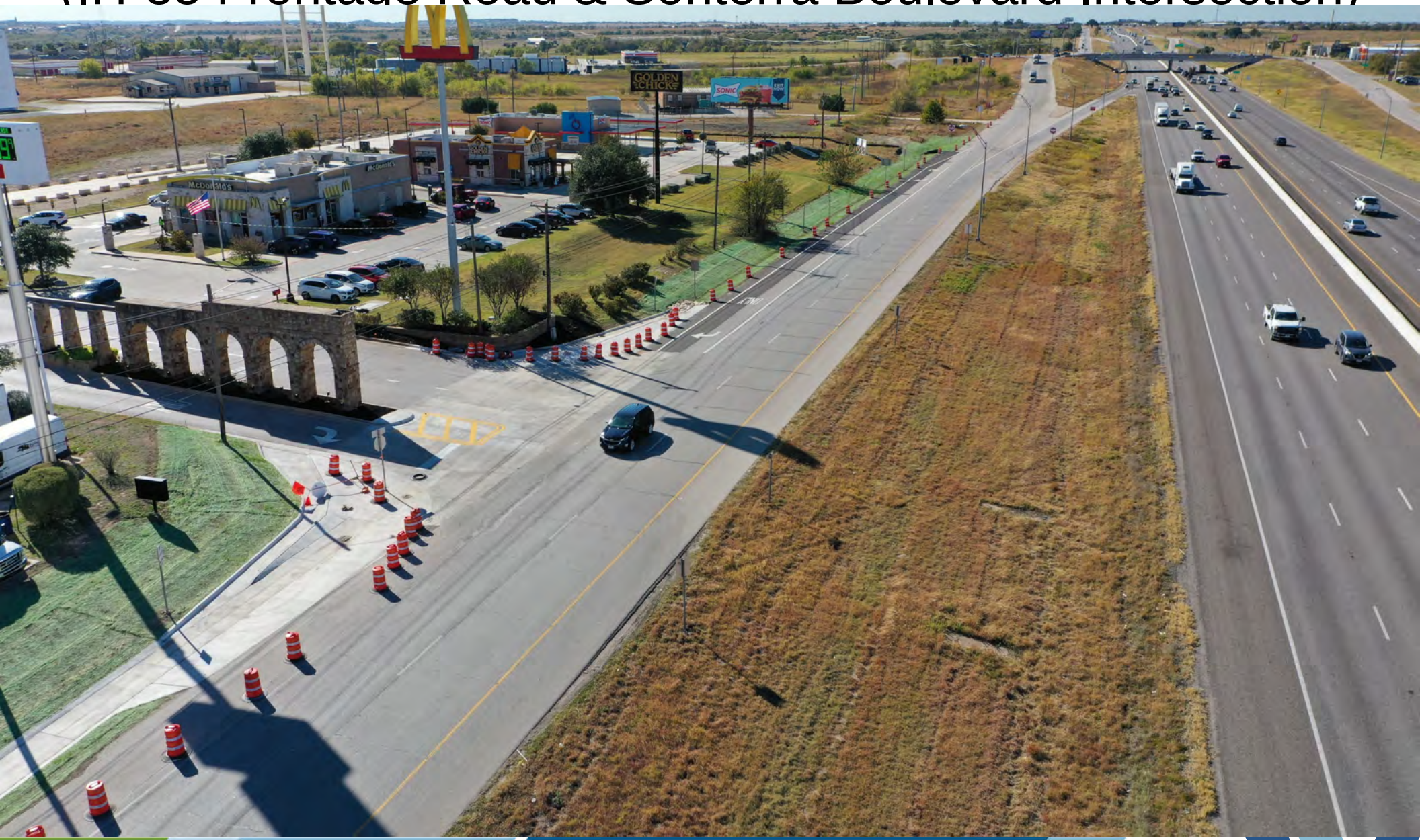
Adjusted Contract Price = $566,829.31

Expenditures to Date = $502,676.30 (89%)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)

Sonterra Boulevard
(IH-35 Frontage Road & Sonterra Boulevard Intersection)



ROAD BOND PROGRAM

Construction Summary Report

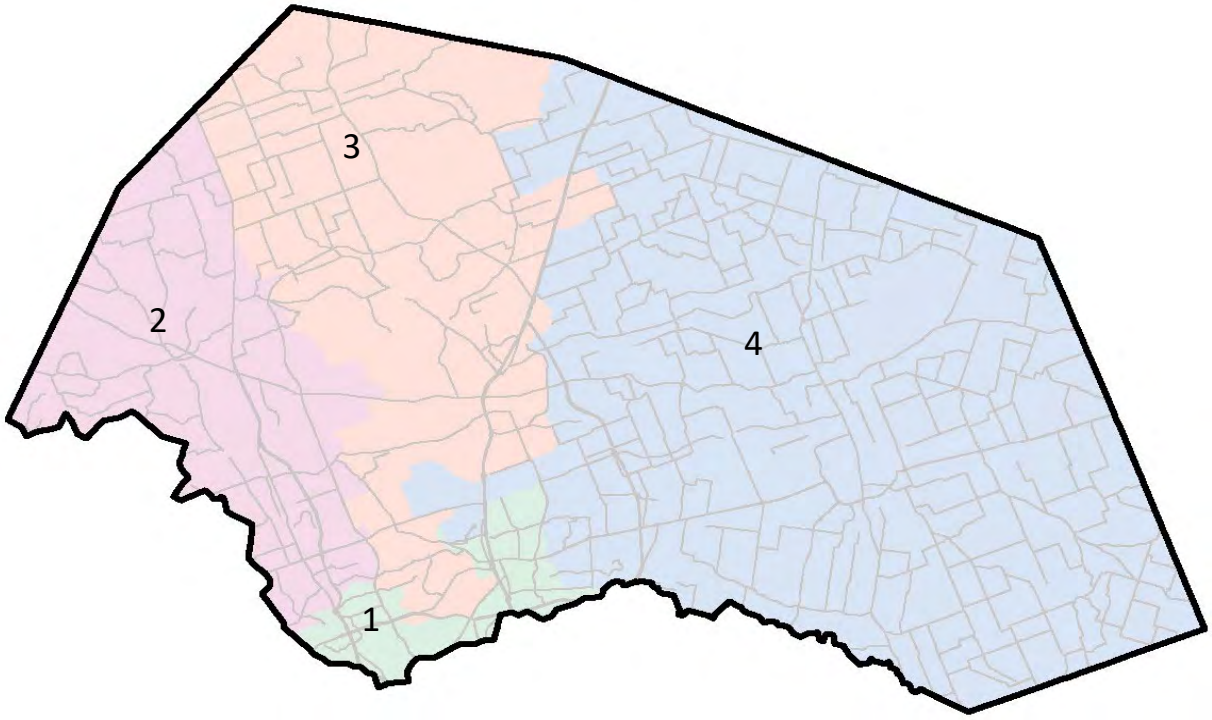
County Judge
Steven Snell

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

October 2025

WWW.WILCOTX.GOV

Volume XXX - Issue No.10



Presented By: HNTB

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Bagdad Road ROW Clearing……...17

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Sonterra Boulevard……40

FM 971 (Future Granger High School Turn Lanes)……..……42

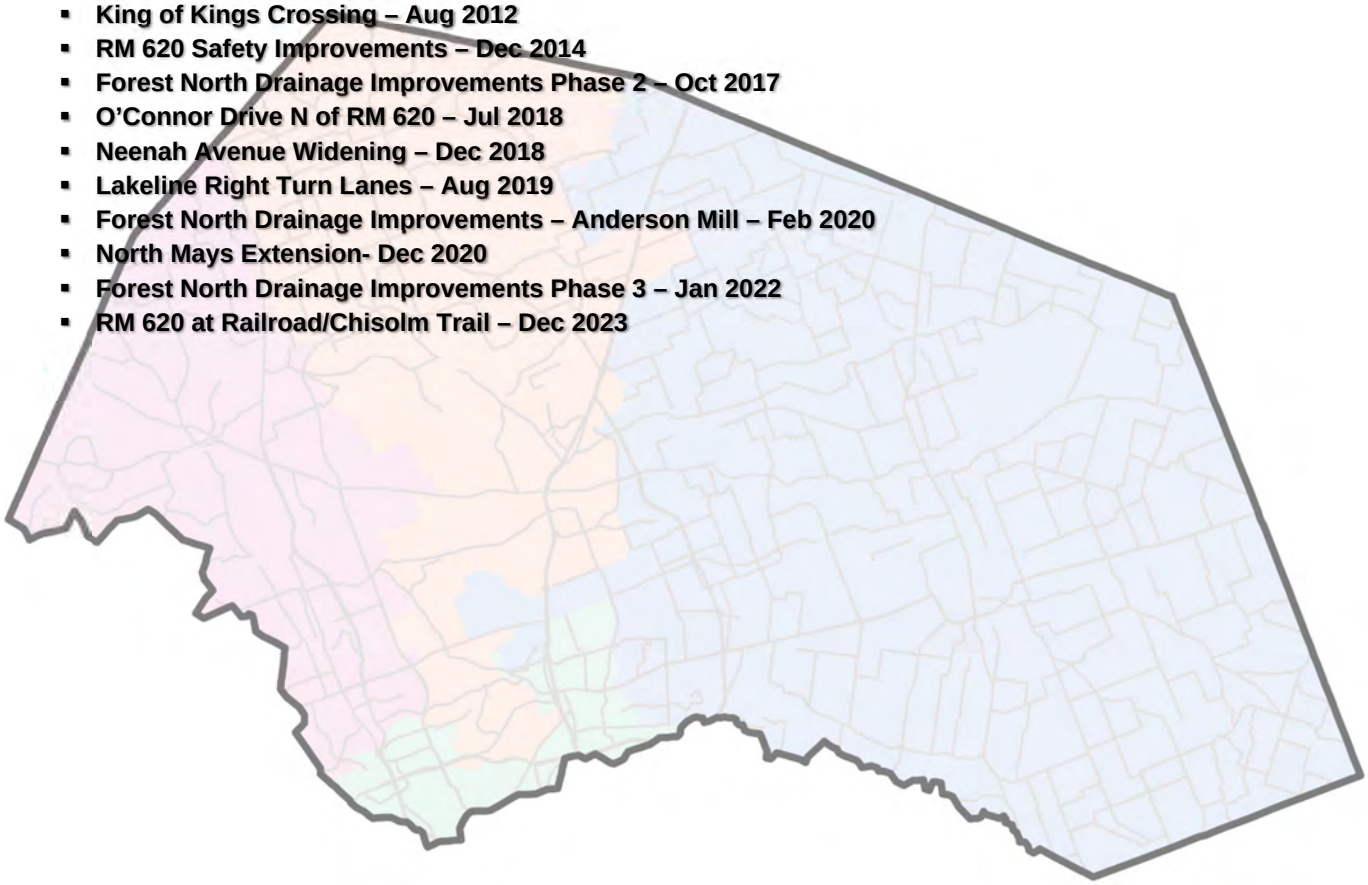
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2025

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2025

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**
- **Bagdad Road / CR 279 (ROW Clearing) – Apr 2025**

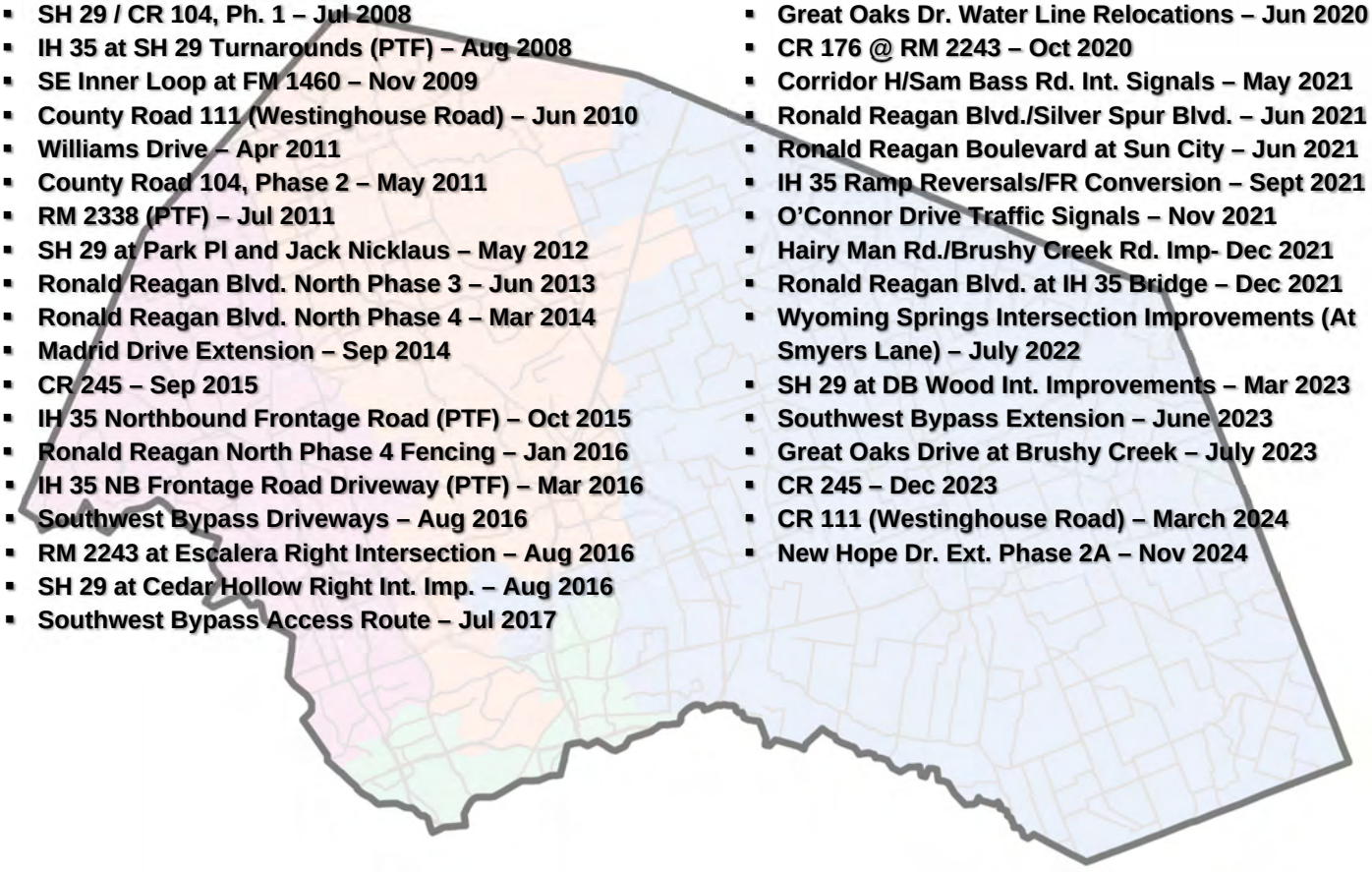
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2025

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relo. for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 NB Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Pearson Ranch Road – Oct 2017
- Arterial H Extension Phase I– Feb 2018
- Relo. of Williamson County Regional WL – Apr 2018
- RM 620 Phase 2 – Jul 2018
- Southwest Bypass Segment 1 – Sept 2018
- Inner Loop Improvements – Dec 2018
- Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019
- Southwest Bypass Segment 2 – Jan 2020
- Great Oaks Dr. Water Line Relocations – Jun 2020
- CR 176 @ RM 2243 – Oct 2020
- Corridor H/Sam Bass Rd. Int. Signals – May 2021
- Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021
- Ronald Reagan Boulevard at Sun City – Jun 2021
- IH 35 Ramp Reversals/FR Conversion – Sept 2021
- O'Connor Drive Traffic Signals – Nov 2021
- Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021
- Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021
- Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022
- SH 29 at DB Wood Int. Improvements – Mar 2023
- Southwest Bypass Extension – June 2023
- Great Oaks Drive at Brushy Creek – July 2023
- CR 245 – Dec 2023
- CR 111 (Westinghouse Road) – March 2024
- New Hope Dr. Ext. Phase 2A – Nov 2024



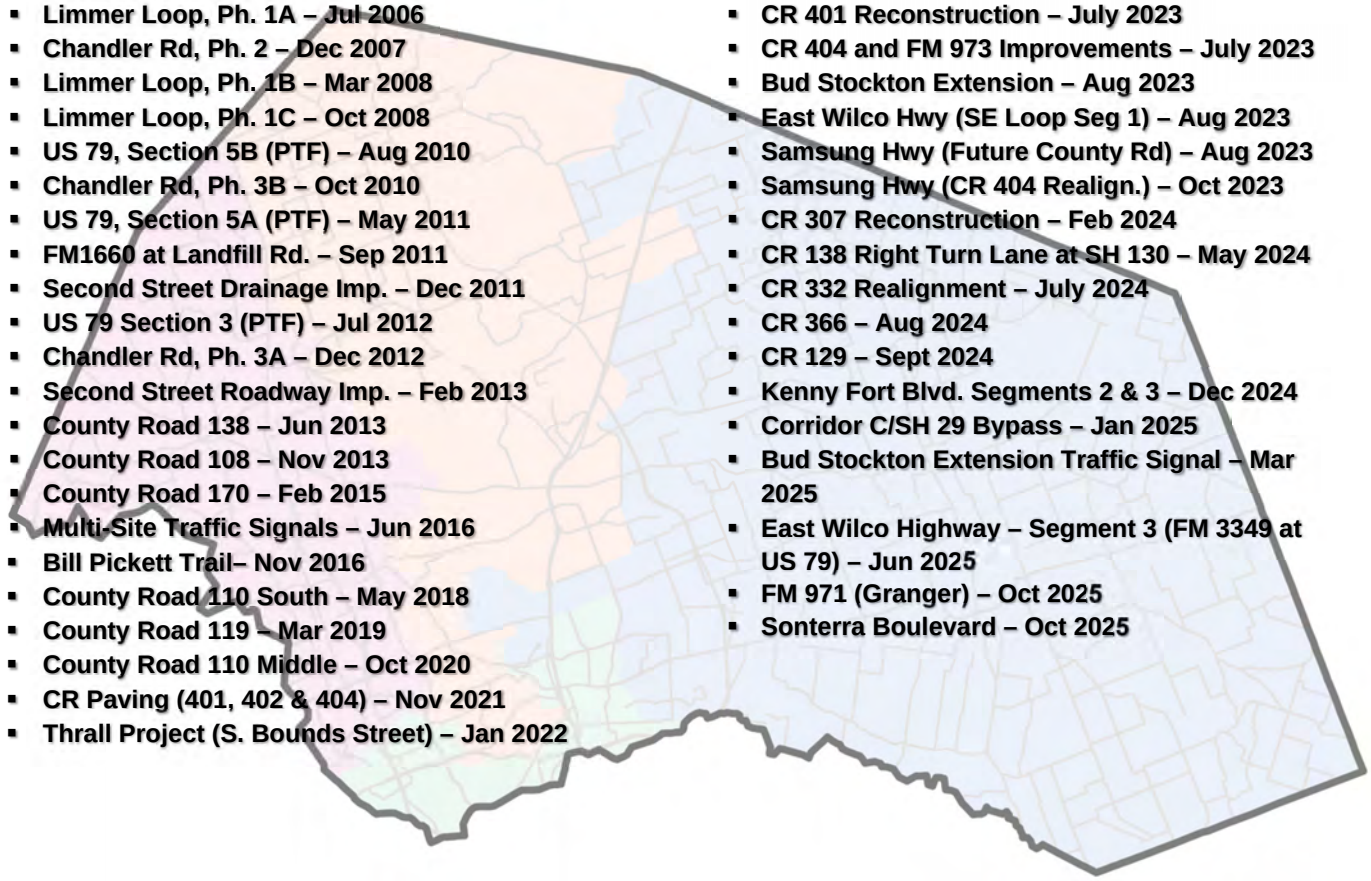
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

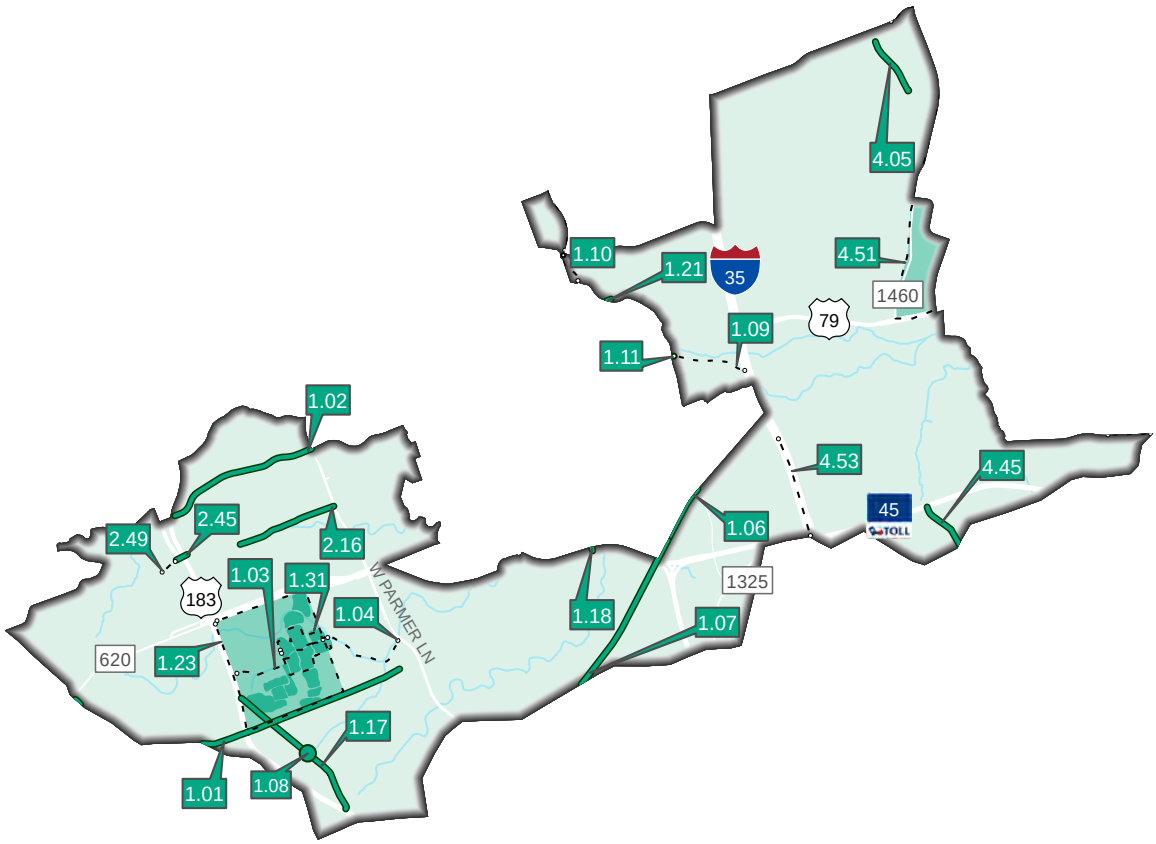
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2025

Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**
- **Samsung Hwy (CR 404 Realign.) – Oct 2023**
- **CR 307 Reconstruction – Feb 2024**
- **CR 138 Right Turn Lane at SH 130 – May 2024**
- **CR 332 Realignment – July 2024**
- **CR 366 – Aug 2024**
- **CR 129 – Sept 2024**
- **Kenny Fort Blvd. Segments 2 & 3 – Dec 2024**
- **Corridor C/SH 29 Bypass – Jan 2025**
- **Bud Stockton Extension Traffic Signal – Mar 2025**
- **East Wilco Highway – Segment 3 (FM 3349 at US 79) – Jun 2025**
- **FM 971 (Granger) – Oct 2025**
- **Sonterra Boulevard – Oct 2025**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



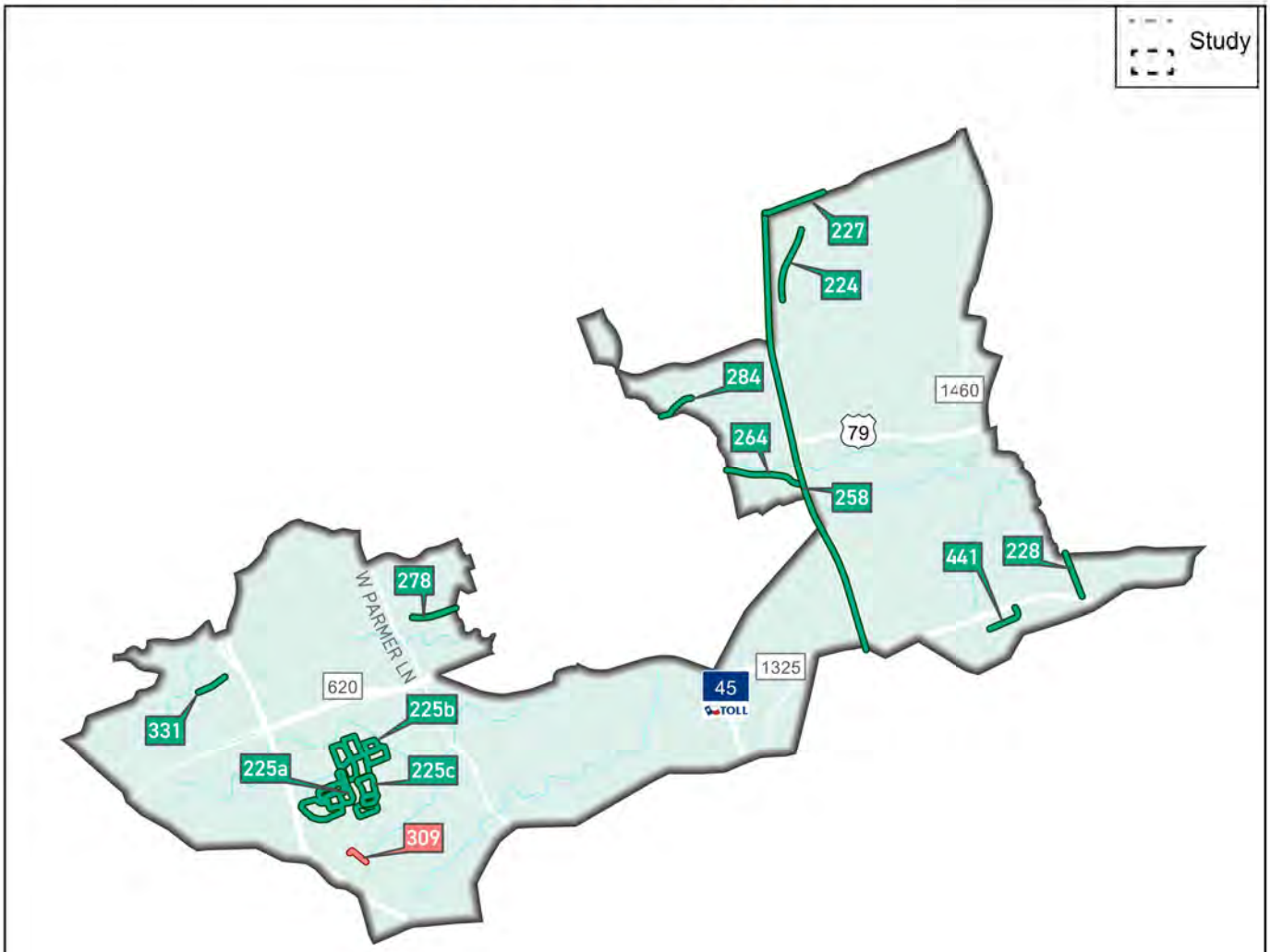
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

---- Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

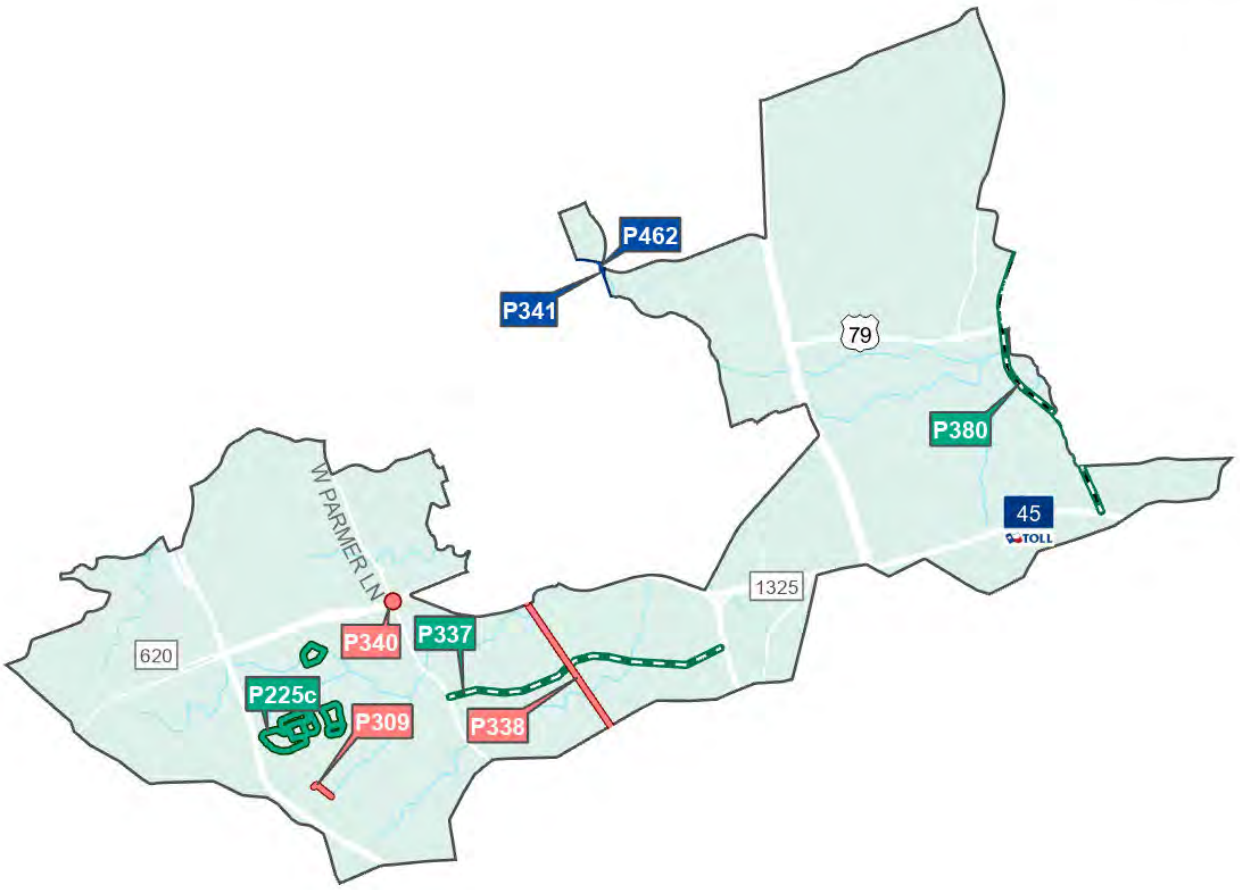
309 Pond Springs Road Area Drainage Improvements

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)
340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

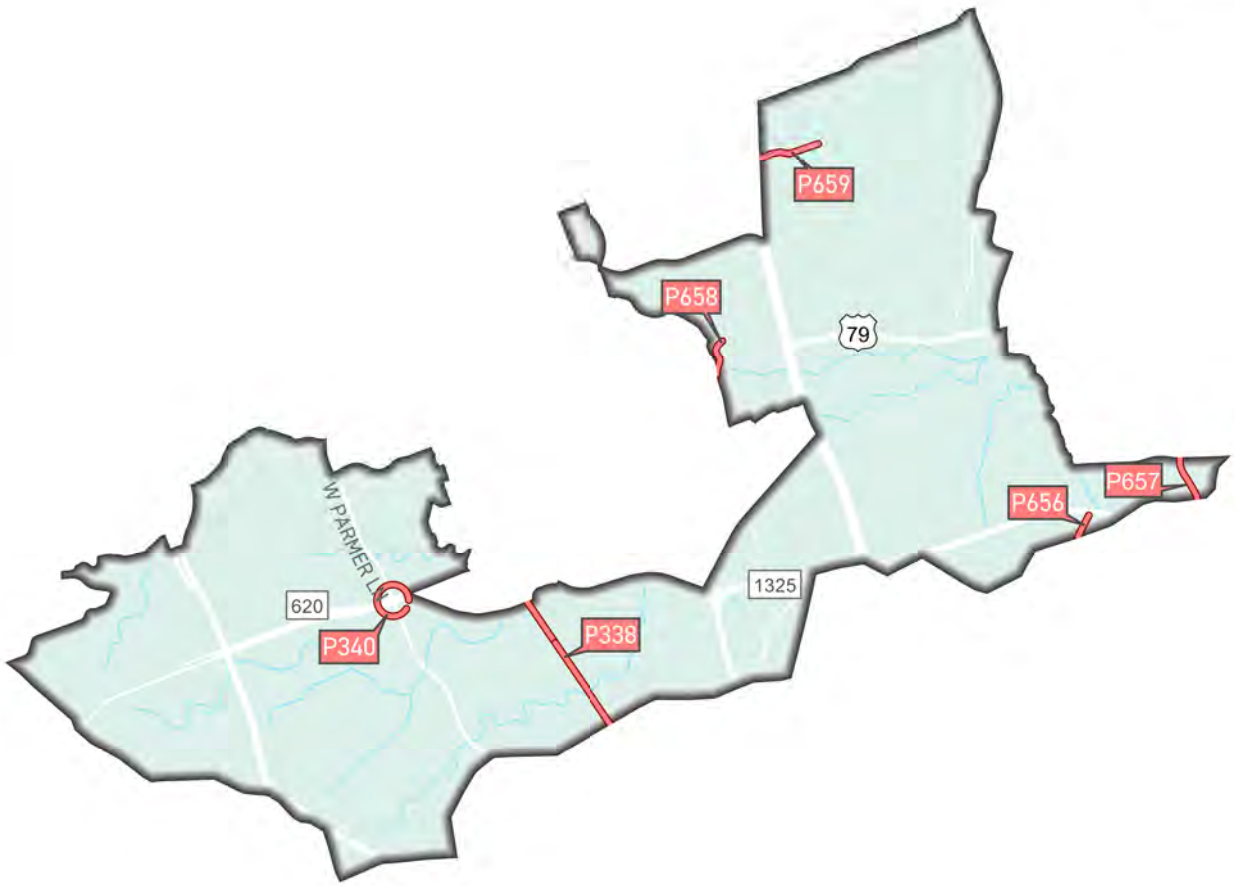
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
337 Anderson Mill Road (FM734 - Loop 1)
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

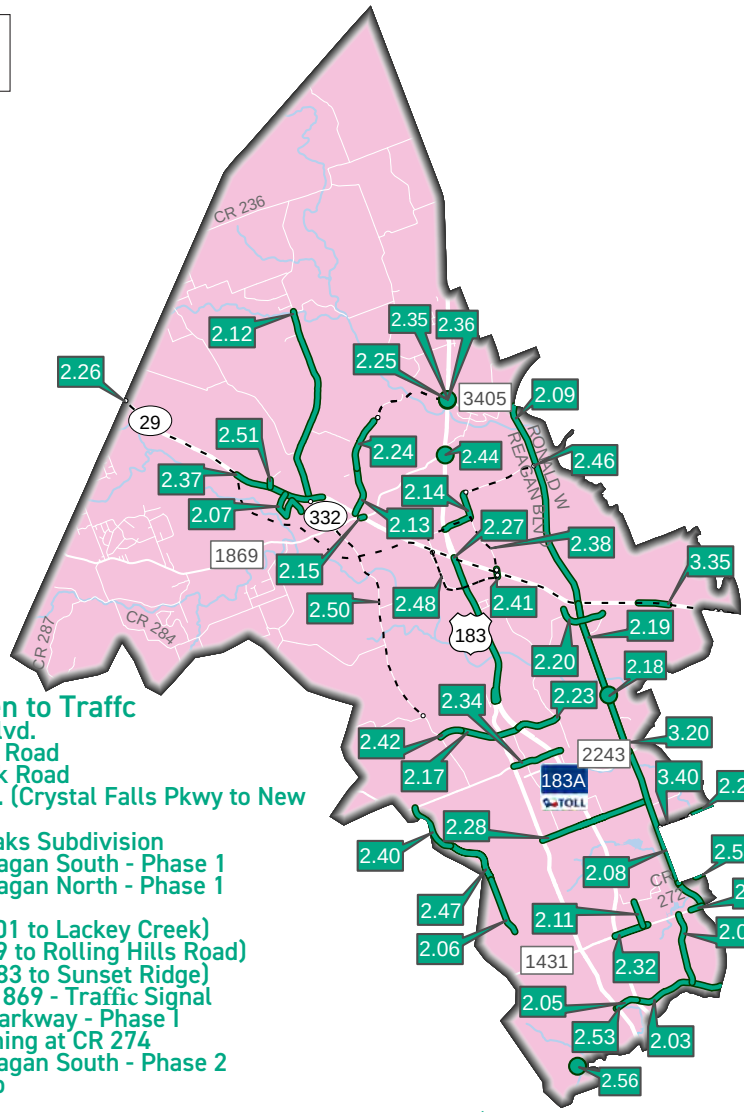
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

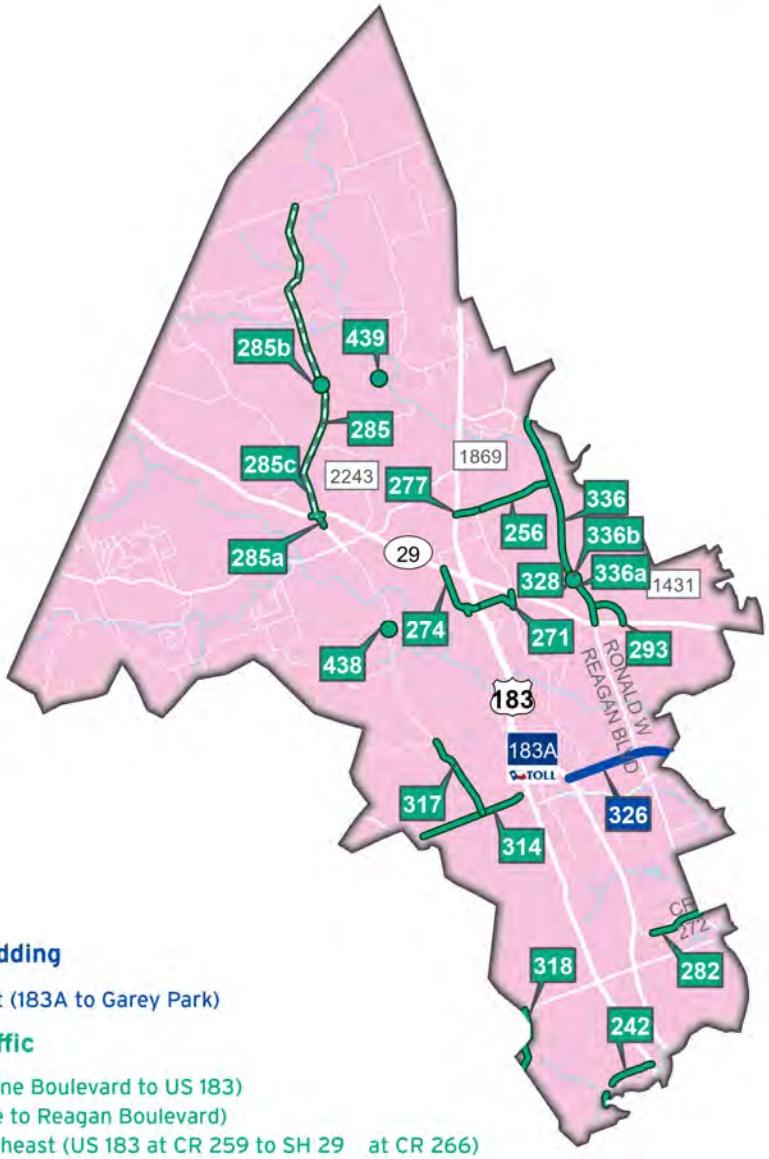
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic ----
2.26 SH 29 Improvements and Schematic ----
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements ----
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) ----
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) ----
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) ----
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



Under Construction/Bidding

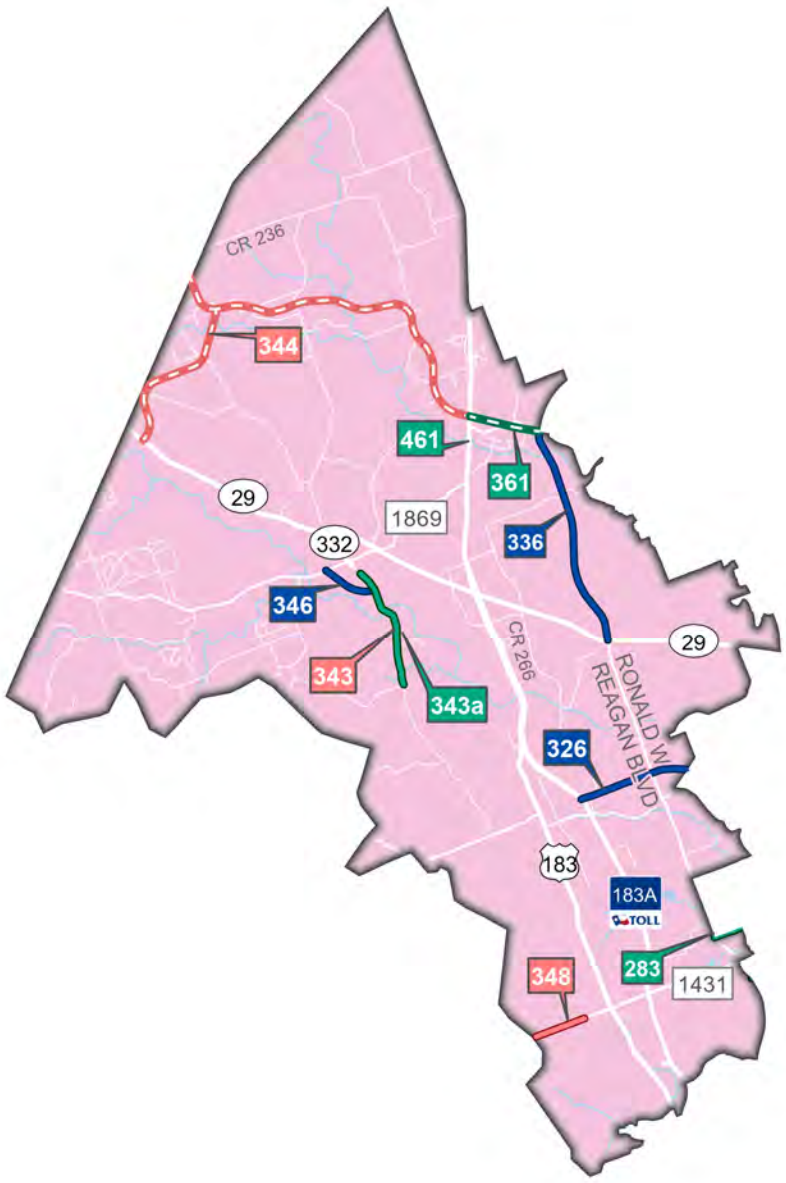
326 RM 2243 Realignment (183A to Garey Park)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

343 Bagdad Road/ CR 279 (Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183)
348 Whitestone Boulevard Widening (West of Anderson Mill to Bagdad Road)

Under Construction/ Bidding

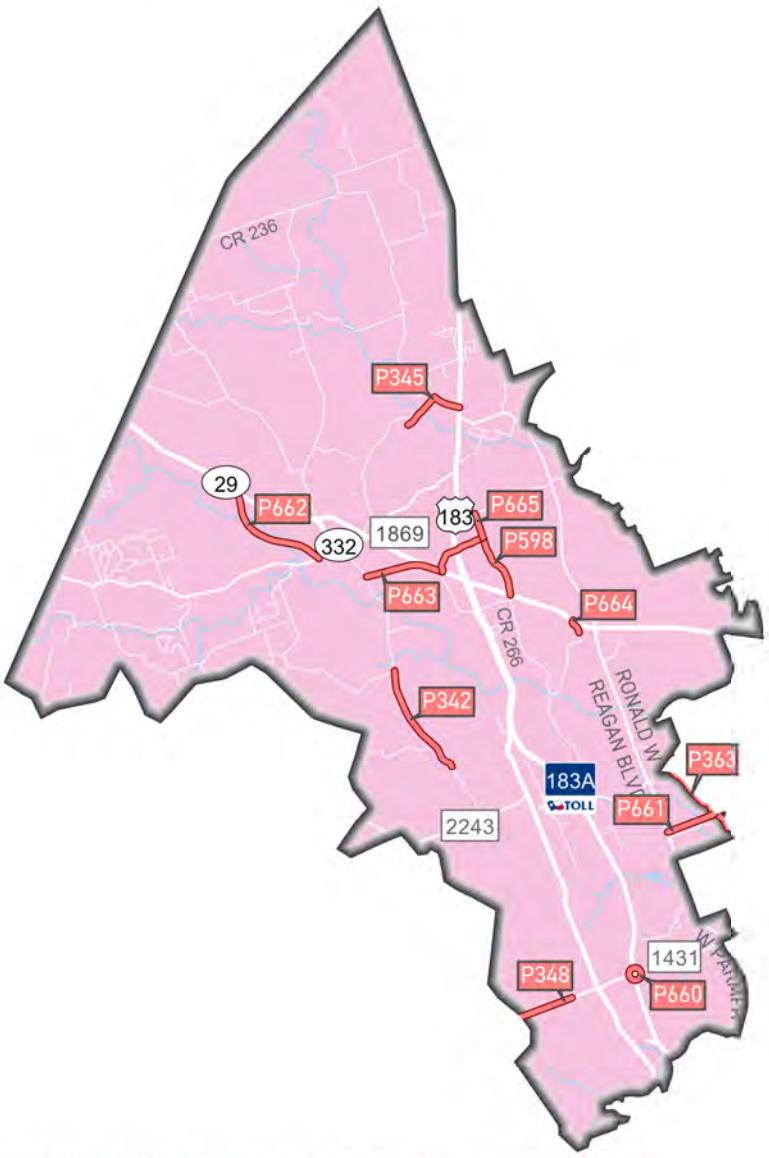
326 RM 2243 Realignment (183A to Garey Park)
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
343a Bagdad Road/ CR 279 (ROW Clearing)(Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
461 Corridor F/ US 183 (Williamson/Burnet County Line to SH 29)

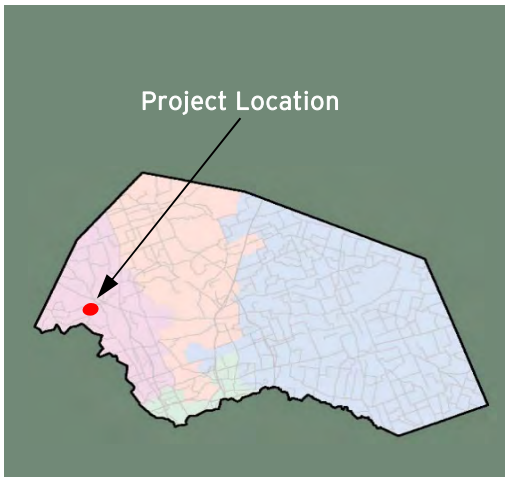
2023 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)



Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million

OCTOBER 2025 IN REVIEW

10/3/2025: Chasco Constructors switched traffic onto the newly paved portion of Bagdad Road. Chasco began removing the existing asphalt on the north and south ends of Bagdad Road and began miscellaneous project clean-up.

10/10/2025: Chasco began working on the metal beam guard fence along Liberty Hill Bypass. Subcontractor J. Arbor hydro-seeded along Bagdad Road.

10/17/2025: Chasco began processing subgrade in various locations along Bagdad Road. Subcontractor Woolery completed installing the metal beam guard fences along Liberty Hill Bypass.

10/24/2025: Chasco poured mow strips throughout the project. Subcontractor Lone Star Paving began paving the remainder of the project.

10/31/2025: Chasco continued processing flexible base along Bagdad Road. Subcontractor ESSI continued installing small signs throughout the project.

Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
David Thomas, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024				652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	18	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	30	12
4	5/1/2024	5/31/2024	31	$681,539.40	$4,583,139.21	$75,726.60	$509,237.69	35	16
5	6/1/2024	6/30/2024	30	$661,450.37	$5,244,589.58	$73,494.49	$582,732.18	40	21
6	7/1/2024	7/31/2024	31	$456,995.73	$5,701,585.31	$50,777.30	$633,509.48	44	26
7	8/1/2024	8/31/2024	31	$637,416.74	$6,339,002.05	-$299,877.79	$333,631.69	46	31
8	9/1/2024	9/30/2024	30	$582,204.65	$6,921,206.70	$30,642.35	$364,274.04	50	35
9	10/1/2024	10/31/2024	31	$411,590.27	$7,332,796.97	$21,662.64	$385,936.68	53	40
10	11/1/2024	11/30/2024	30	$621,797.80	$7,954,594.77	$32,726.20	$418,662.88	58	44
11	12/1/2024	12/31/2024	31	$709,248.80	$8,663,843.57	$37,328.89	$455,991.77	63	49
12	1/1/2025	1/31/2025	31	$831,689.33	$9,495,532.90	$43,773.12	$499,764.89	69	54
13	2/1/2025	2/28/2025	28	$228,803.99	$9,724,336.89	$12,042.31	$511,807.20	71	58
14	3/1/2025	3/31/2025	31	$133,386.41	$9,857,723.30	$7,020.34	$518,827.54	72	63
15	4/1/2025	4/30/2025	30	$218,961.64	$10,076,684.94	$11,524.30	$530,351.84	73	68
16	5/1/2025	5/31/2025	31	$60,112.44	$10,136,797.38	$3,163.81	$533,515.65	74	72
17	6/1/2025	6/30/2025	30	$2,375.00	$10,139,172.38	$125.00	$533,640.65	74	77
18	7/1/2025	7/31/2025	31	$2,375.00	$10,141,547.38	$125.00	$533,765.65	74	82
19	8/1/2025	8/31/2025	31	$2,375.00	$10,143,922.38	$125.00	$533,890.65	74	87
20	9/1/2025	9/30/2025	30	$91,671.86	$10,235,594.24	$4,824.84	$538,715.49	75	91

10/31/2025 Comments - Chasco finished processing flexible base along Bagdad Road. Subcontractor Lone Star Paving placed the final lift of HMA on FM 1869, continued placing HMA at driveways, and started placing Ty D HMA on Liberty Hill Bypass. Subcontractor ESSI continued installing small signs and mailboxes throughout the project. Chasco continued placing concrete safety end treatments at driveways.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Change Order Number	Approved	Cost This CO	Total COs
02	6/24/2024	$ 21,500.00	$ 50,760.00

6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

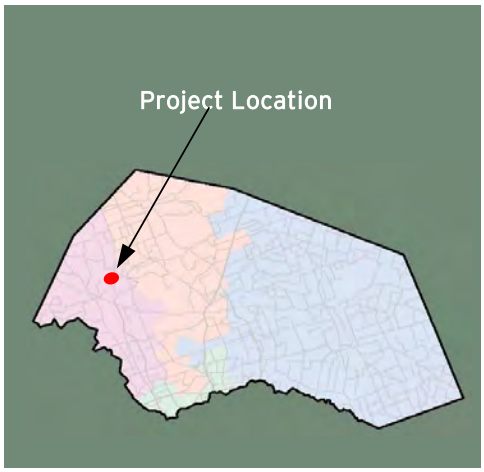
Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/2025	$14,900.00	$ 295,362.00

2.Differing Site Conditions (unforeseeable). 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing water service line that crossed the ROW to provide water to the property owners cattle.

Adjusted Price = $14,444,811.00



Ronald Reagan Boulevard Widening
(SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: $52.2 Million

OCTOBER 2025 IN REVIEW

10/3/2025: Chasco Constructors continued pouring concrete riprap by CR 258. Subcontractor Texas Highway Walls continued constructing retaining walls 13 and 14 by Abutment 6 of the North Fork San Gabriel River Bridge.

10/10/2025: Chasco continued roadway excavation and embankment in various areas throughout the project. Subcontractor ESSI continued installing metal beam guard fence and pouring mow strip throughout the project.

10/17/2025: Chasco continued processing flexible base between the Fire Station driveway and the Tributary 1 to Sowe's Branch Bridge. Subcontractor Austin Traffic Signal continued installing signals at Elizabeth Park.

10/24/2025: Chasco completed placing all beams on the North Fork San Gabriel River Bridge. Subcontractor Austin Traffic Signal began excavating for the signal relocation at SH 29 and Ronald Reagan intersection.

10/31/2025: Chasco continued lime-treating subgrade south of the Fire Station driveway. Subcontractor ESSI continued installing metal beam guard fence and pouring concrete mow strip at CR 258 and south of FM 3405.

HNTB

Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Project Name: Ronald Reagan Boulevard Widening
Project No. 24IFB57

Original Contract Price = $52,159,299.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2024	7/16/2024	8/22/2024	9/3/2024				1035		1035

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/23/2024	9/30/2024	28	$2,029,611.47	$2,029,611.47	$225,512.39	$225,512.39	4	3
2	10/1/2024	10/31/2024	31	$2,645,578.35	$4,675,189.82	$293,953.15	$519,465.54	10	6
3	11/1/2024	11/30/2024	30	$4,173,296.52	$8,848,486.34	$463,699.61	$983,165.15	19	9
4	12/1/2024	12/31/2024	31	$1,533,429.88	$10,381,916.22	$170,381.10	$1,153,546.25	22	12
5	1/1/2025	1/31/2025	31	$2,612,385.98	$12,994,302.20	$290,265.11	$1,443,811.36	28	15
6	2/1/2025	2/28/2025	28	$1,433,194.05	$14,427,496.25	$159,243.78	$1,603,055.14	31	17
7	3/1/2025	3/31/2025	31	$1,290,963.39	$15,718,459.64	$143,440.38	$1,746,495.52	33	20
8	4/1/2025	4/30/2025	30	$1,693,811.24	$17,412,270.88	$188,201.24	$1,934,696.76	37	23
9	5/1/2025	5/31/2025	31	$641,905.86	$18,054,176.74	$71,322.88	$2,006,019.64	38	26
10	6/1/2025	6/30/2025	30	$584,210.97	$18,638,387.71	$64,912.33	$2,070,931.97	40	29
11	7/1/2025	7/31/2025	31	$1,823,106.20	$20,461,493.91	$202,567.35	$2,273,499.32	44	32
12	8/1/2025	8/31/2025	31	$2,170,665.08	$22,632,158.99	$241,185.01	$2,514,684.33	48	35
13	9/1/2025	9/30/2025	30	$2,201,572.80	$24,833,731.79	-$1,207,645.81	$1,307,038.52	50	38
14	10/1/2025	10/31/2025	31	$2,440,660.47	$27,274,392.26	$128,455.81	$1,435,494.33	55	41

10/31/2025 Comments - Chasco Constructors continued roadway excavation and embankment in various areas throughout the project. The contractor continued processing flexible base between the Fire Station driveway and the Tributary 1 to Sowe's Branch Bridge and from the south tie-in to the Tributary to Middle Fork San Gabriel River Bridge. Chasco continued lime-treating subgrade south of the Fire Station driveway. The contractor completed placing all beams on the Tributary to Middle Fork San Gabriel River Bridge and began placing concrete panels. Subcontractor Austin Traffic Signal continued signal work at the Elizabeth Park and Ronald Reagan intersection. Subcontractor ESSI continued installing metal beam guard fence and pouring concrete mow strip at CR 258 and south of FM 3405.

Change Order Number	Approved	Cost This CO	Total COs
01	8/8/2179	$ 145,428.00	$ 145,428.00

1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
02	11/26/2024	$ 29,362.00	$ 174,790.00

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.

Change Order Number	Approved	Cost This CO	Total COs
03	12/19/2024	$ 28,962.50	$ 203,752.50

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

Change Order Number	Approved	Cost This CO	Total COs
04	3/11/20256	$90,550.00	$ 294,302.50

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds quantities and new items to match the traffic signal poles with the foundation types shown on the plans. In addition, it corrects traffic signal work quantities and missing items not included on the as-bid plan set.

Change Order Number	Approved	Cost This CO	Total COs
05	4/29/2025	$ 16,261.00	$ 310,563.50

1A. Design Error or Omission. Incorrect PS&E.: This Change Order adds an item for the transition sections of the metal beam guard fence (MBGF) to the concrete rail at all of the bridge locations.

Change Order Number	Approved	Cost This CO	Total COs
06	9/30/2025	$ 12,886.00	$ 323,449.50

1B. Design Error or Omission. Other. This Change Order addresses conflicts related to the temporary culvert as described in RFI #42, as well as elevation issues identified in RFI #74 that require correction. 2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order also adds items to the contract for additional work required by Enterprise across their gas lines. Lastly, a monthly rate for an additional message board is being added to the Contract on an as-needed basis.

Change Order Number	Approved	Cost This CO	Total COs
07	11/4/2025	$ (240,227.75)	$ 83,221.75

2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order revises the grading of Tower Road and the storm sewer system to ensure all improvements remain within the existing right-of-way (ROW) and current easements. Additionally, it modifies the profile of Ronald Reagan Boulevard to provide a smoother tie-in at the intersection with Tower Road.

Adjusted Price = $52,242,520.75

Project Name: Bagdad Road ROW Clearing
Project No. 25IFB6

Original Contract Price = $1,253,832.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/19/2024	11/26/2024	1/17/2025	1/27/2025	4/6/2025			90		90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/1/2025	1/31/2025	5	$88,074.00	$88,074.00	$9,786.00	$9,786.00	8	6
2	2/1/2025	2/28/2025	28	$158,712.30	$246,786.30	$17,634.70	$27,420.70	32	37
3	3/1/2025	3/31/2025	31	$508,387.00	$755,173.30	-$12,009.00	$15,411.70	89	71
4	4/1/2025	4/30/2025	6	$45,043.74	$800,217.04	$919.26	$16,330.96	95	78
5	5/1/2025	9/30/2025	0	$41,748.00	$841,965.04	$852.00	$17,182.96	100	78

10/31/2025 Comments - Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	4/1/2025	$ 8,547.00	$ 8,547.00

4D. Third Party Accommodation. Other.: This Change Order compensates the Contractor for constructing water gaps on Parcels 21-A and 21-B. The water gaps were included in the ROW acquisition and part of the Real Estate Agreement, but did not make it into the construction plans.

Change Order Number	Approved	Cost This CO	Total COs
02	5/23/2025	$35,000.00	$43,547.00

2. Differing Site Conditions 2J. Other: This Change Order adds an item for Vegetative Watering to help establish vegetation throughout the project now that it has been cleared.

Change Order Number	Approved	Cost This CO	Total COs
03	6/17/2025	$39,200.00	82,747.00

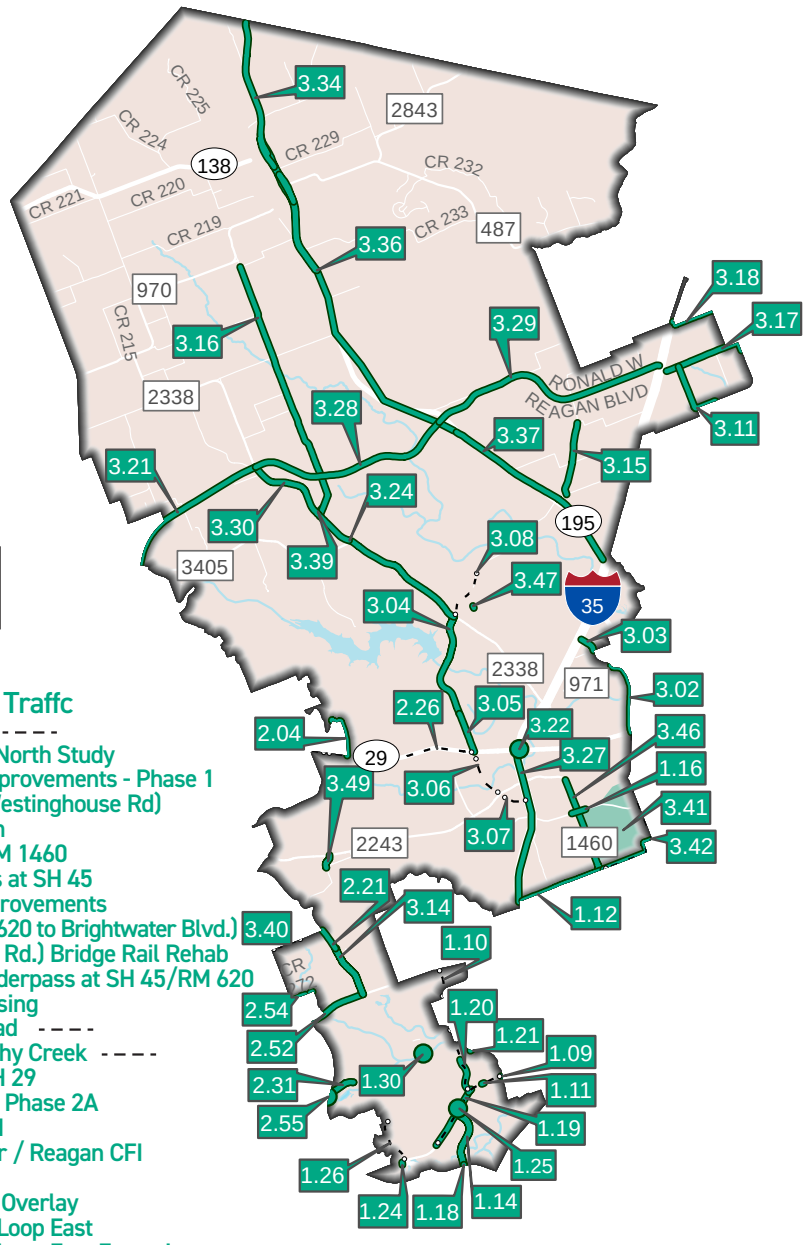
3F. County Convenience. Additional work desired by the County.: This Change Order is adding an item to the Contract for demolishing a house that is within the County Right-of-Way (ROW). The house will be demolished to prevent vandalism and to minimize any safety risks to County.

Change Order Number	Approved	Cost This CO	Total COs
04	10/22/2025	-473,531.00	-390,784.00

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $863,048.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



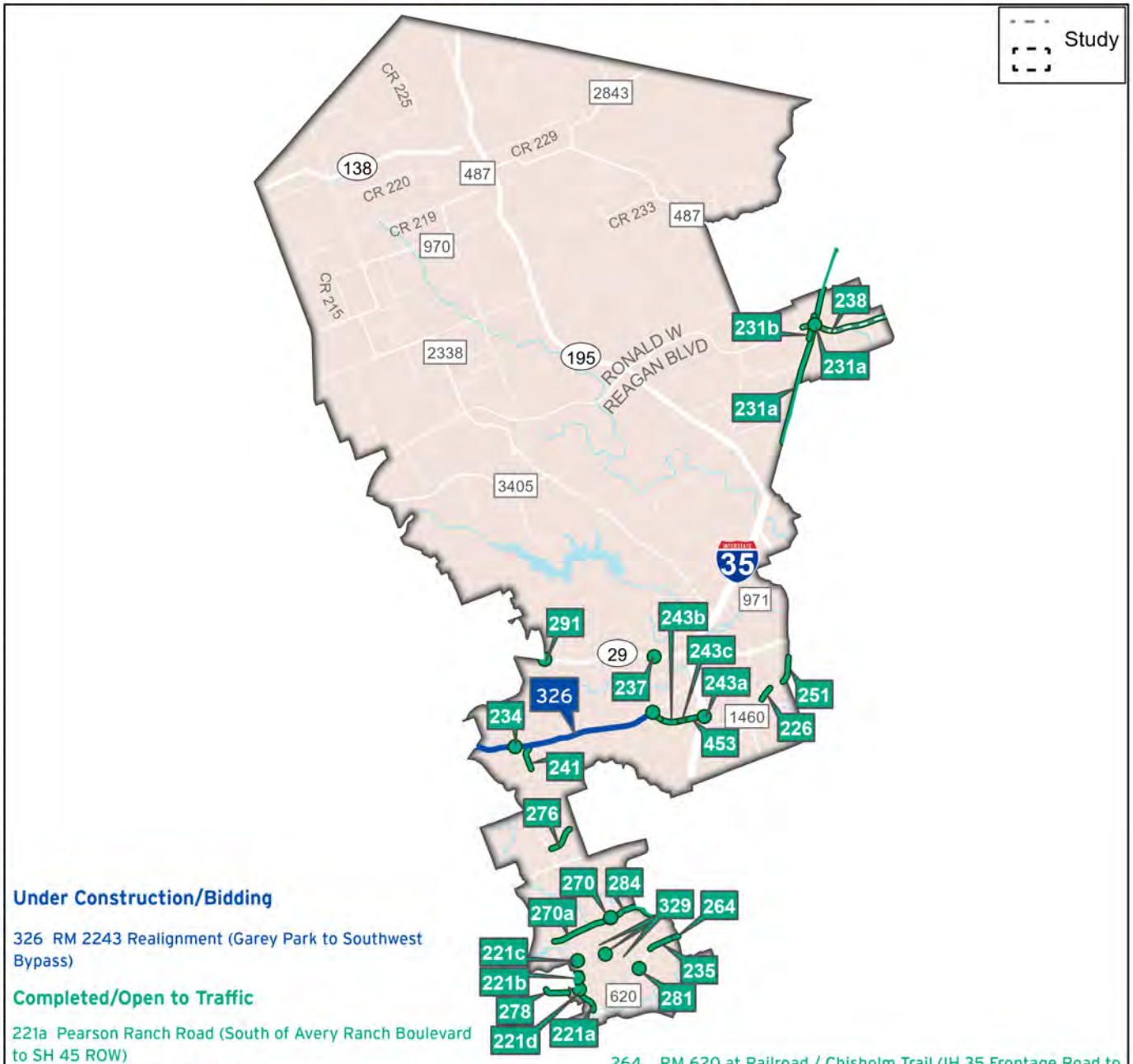
Study

Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



Under Construction/Bidding

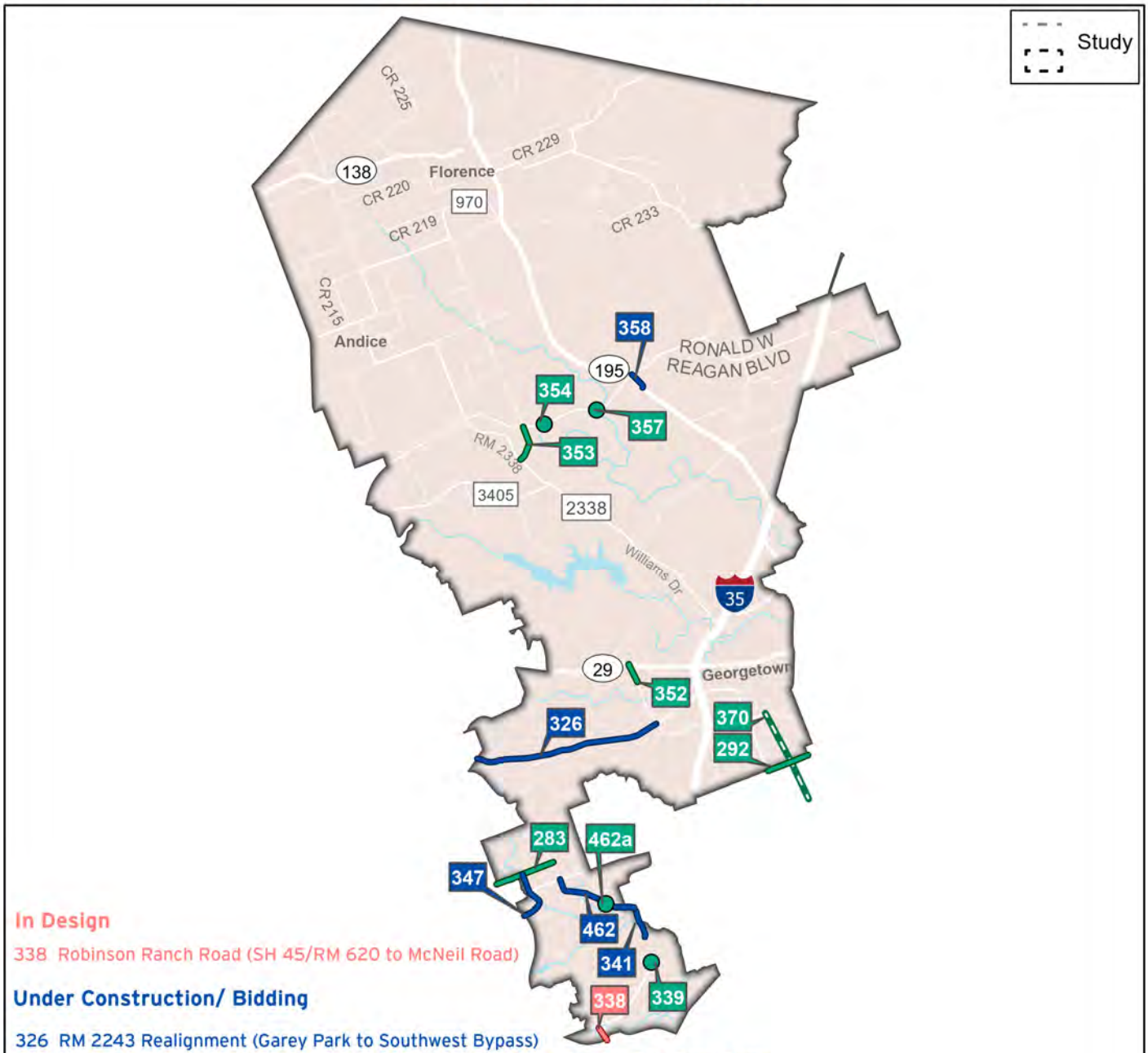
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)

Under Construction/ Bidding

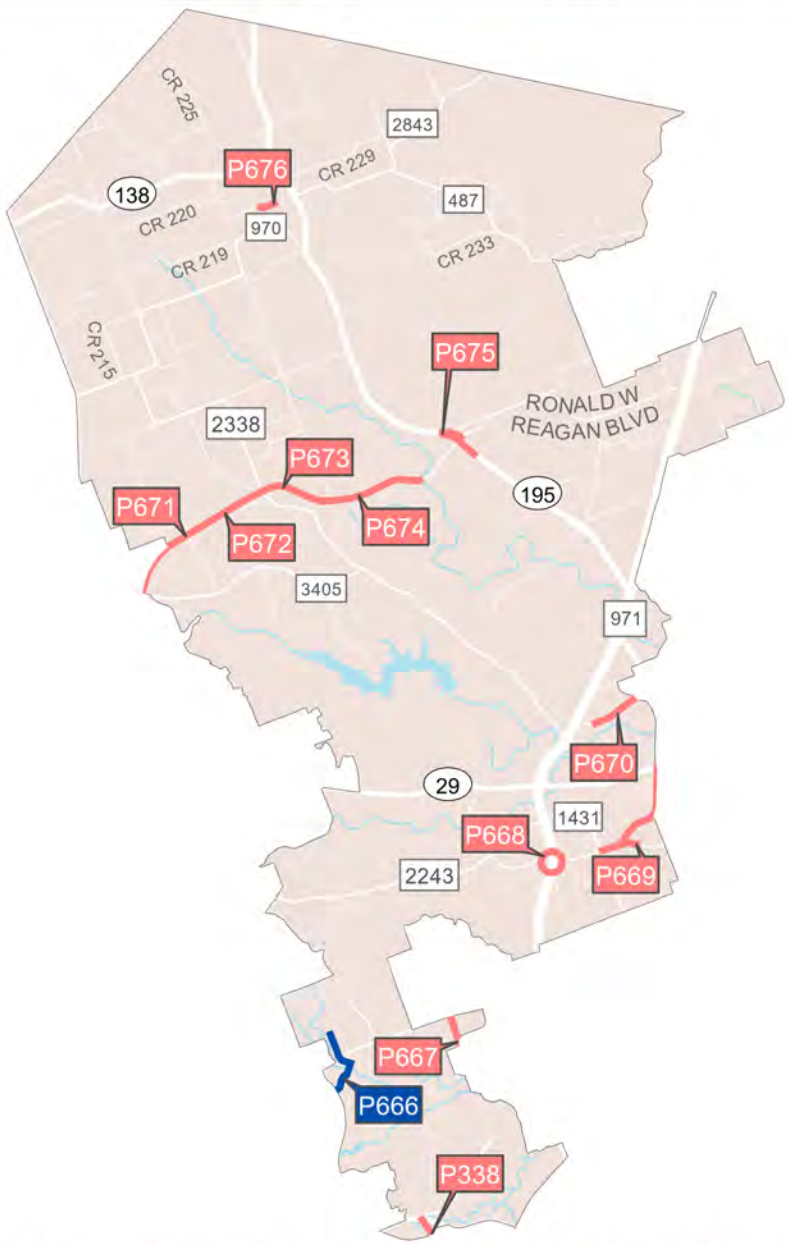
326 RM 2243 Realignment (Garey Park to Southwest Bypass)
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
347 Toro Grande Boulevard Extension (Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
292 CR 111/ CR 105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard)
462a Corridor H/ Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey

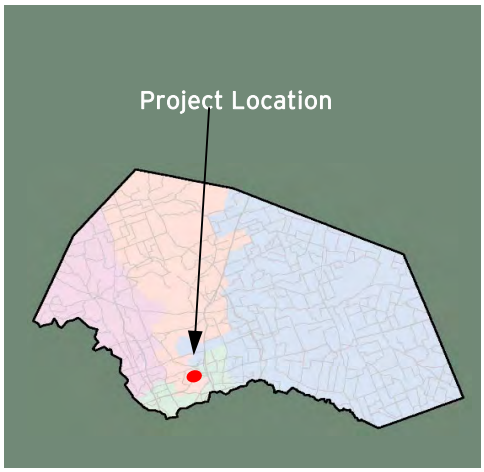


In Design

P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)

Under Construction/Bidding

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)



Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Spring 2026
Estimated Construction Cost: $33.8 Million

OCTOBER 2025 IN REVIEW

10/3/2025: Cash Construction continued storm sewer culvert and inlet installation between Deer Trail Circle and Great Oaks Drive. Subcontractor Ranger Excavation continued roadway excavation between Deer Trail Circle and Great Oaks Drive.

10/10/2025: Cash continued preparing subgrade and began placing flexible base between Walsh Drive and Great Oaks Drive. Subcontractor Greater Austin continued pouring driveways and the Shared-Use Path.

10/17/2025: Cash continued storm sewer culvert installation at the Walsh Pond. Subcontractor Woolery Custom Fence installed pedestrian handrail.

10/24/2025: Cash Construction continued placing and processing flexible base between Walsh Drive and Great Oaks Drive. Cash resumed placing topsoil near the Dry Fork Creek and near Walsh Ranch Boulevard.

10/31/2025: Cash continued placing topsoil near the Dry Fork Creek and from Walsh Ranch Boulevard to Tonkawa Trail. Subcontractor Greater Austin began pouring the concrete mow strip at Thousand Oaks.

Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	5	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	8	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	15	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	30
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	17	34
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43
14	5/1/2024	5/31/2024	31	$990,023.58	$9,314,602.10	$110,002.62	$1,034,955.79	30	47
15	6/1/2024	6/30/2024	30	$714,854.15	$10,029,456.25	$79,428.24	$1,114,384.03	32	50
16	7/1/2024	7/31/2024	31	$1,590,446.20	$11,619,902.45	$176,716.24	$1,291,100.27	37	54
17	8/1/2024	8/31/2024	31	$2,563,173.18	$14,183,075.63	$284,797.02	$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	$1,009,381.83	$15,192,457.46	$112,153.54	$1,688,050.83	49	60
19	10/1/2024	10/31/2024	31	$852,486.97	$16,044,944.43	$94,720.77	$1,782,771.60	52	64
20	11/1/2024	11/30/2024	30	$832,378.89	$16,877,323.32	$92,486.55	$1,875,258.15	54	67
21	12/1/2024	12/31/2024	31	$1,329,247.75	$18,206,571.07	-$917,017.57	$958,240.58	55	70
22	1/1/2025	1/31/2025	31	$988,420.59	$19,194,991.66	$52,022.14	$1,010,262.72	58	74
23	2/1/2025	2/28/2025	28	$881,839.30	$20,076,830.96	$46,412.59	$1,056,675.31	61	77
24	3/1/2025	3/31/2025	31	$1,395,534.83	$21,472,365.79	$73,449.20	$1,130,124.51	65	80
25	4/1/2025	4/30/2025	30	$760,607.50	$22,232,973.29	$40,031.98	$1,170,156.49	68	84
26	5/1/2025	5/31/2025	31	$722,818.69	$22,955,791.98	$38,043.09	$1,208,199.58	70	87
27	6/1/2025	6/30/2025	30	$895,383.45	$23,851,175.43	$47,125.44	$1,255,325.02	73	90
28	7/1/2025	7/31/2025	31	$521,288.13	$24,372,463.56	$27,436.22	$1,282,761.24	74	94
29	8/1/2025	8/31/2025	31	$1,030,303.10	$25,402,766.66	$54,226.48	$1,336,987.72	77	97
30	9/1/2025	9/30/2025	30	$527,666.49	$25,930,433.15	$27,771.92	$1,364,759.64	79	100

10/31/2025 Comments - Cash Construction completed placing and processing flexible base between Live Oak Drive and Great Oaks Drive. Cash continued placing topsoil near the Dry Fork Creek and from Walsh Ranch Boulevard to Tonkawa Trail. Subcontractor Greater Austin continued pouring curb and gutter and driveways from Walsh Drive to Great Oaks Drive, and poured the concrete mow strip at Thousand Oaks. Subcontractor Matoka sprayed the hydro-mulch seed between Thousand Oaks and Walsh Drive.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2024	$ 56,523.26	$ (2,332,304.86)

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number	Approved	Cost This CO	Total COs
04	9/11/2024	$ 70,739.02	$ (2,261,565.84)

6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number	Approved	Cost This CO	Total COs
05	9/11/2024	$ 68,580.18	$ (2,192,985.66)

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Change Order Number	Approved	Cost This CO	Total COs
06	2/25/2025	182,734.17	-2,010,251.49

4. Third Party Accommodation. 4B. This Change Order adds new items requested by City of Round Rock (CORR) for adding a trust block on the backside of the tie-in to an existing line and adding a 36in Gate Valve near FM 1431. Third party requested work: 6. Untimely ROW/Utilities. 6C. Utilities not clear: This Change Order adds various items to compensate the Contractor for additional work needed due to various existing AT&T, PEC, and Charter Utility conflicts with the proposed CORR water line work. These changes are necessary to keep the project moving forward in a timely manner and the CORR has agreed to compensate the Contactor for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
07	2/25/2025	288,195.31	-1,722,056.18

4B. Third Party Accommodation. Third party requested work. This Change Order adds several items for the additional work requested by the City of Round Rock (CORR) to accommodate water line improvements along Sam Bass for a Wyoming Springs permanent connection solution. This Change Order also includes the necessary work and materials for a temporary bypass plan.

Change Order Number	Approved	Cost This CO	Total COs
08	2/25/2025	35,881.14	-1,686,175.04

6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds an item to compensate the Contractor for rock excavation / hammering required to construct the BCMUD 6-inch water line “A”. This was necessary, due to the AT&T lines not being relocated. Had AT&T been relocated the contractor would have been able to use a trencher instead of the larger track excavator to trench for the water line. This Change Order also adds an item to the contract to relocate conduits for the Walsh Ranch electrical service that powers the existing pond at Walsh Ranch Boulevard.

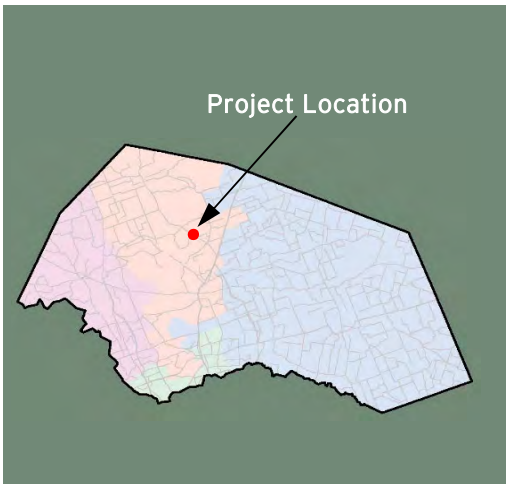
Change Order Number	Approved	Cost This CO	Total COs
09	7/2/2025	26,604.48	-1,659,570.56

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds an item to locate a BCMUD water line tee that was not clearly identified in the plans. This Change Order also adds an item for additional sidewalk width to align bridge curb and gutter with roadway curb and gutter. This Change Order removes the 6ft privacy fence item and replaces it with an item for an 8ft privacy fence. Lastly, this Change Order adds an item to lower existing water vault lids to match the proposed SUP elevation. 4B. Third Party Accommodation. Third party requested work. This Change Order adds an additional Gate Valve and time and materials to locate an existing Gate Valve. The City of Round Rock will reimburse the County $10,375.57 for the additional gate valve and 8ft privacy fence.

Change Order Number	Approved	Cost This CO	Total COs
10	9/30/2025	58,450.80	-1,601,119.76

1A. Design Error or Omission. Incorrect PS&E. - This Change Order adds an item for additional excavation for concrete rip rap not shown in the plans. This Change Order adds an item for required tree trimming and tree removal not called for in the plans. 4B. Third Party Accommodation. Third party requested work. This Change Order also adds an item to cap an existing fire hydrant rather than replacing the fire hydrant. Additional manhole rings were also added, by request from the City of Round Rock. In addition, this Change Order adds items for an additional fire hydrant and a water line bypass at the request of Aqua Texas. 6C. Untimely ROW/Utilities. Utilities not clear. This Change Order adds items to reimburse the Contractor for additional trench hammering at various locations and a remobilization of equipment due to utility conflicts.

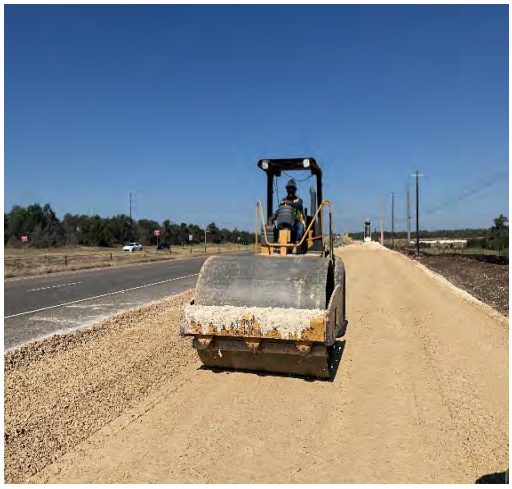
Adjusted Price = $34,544,839.24



SH 195 at Ronald Reagan Boulevard (Single Ramp)
(Intersection of SH 195 and Ronald Reagan Boulevard South along SH 195)

Project Length: 0.740 Miles
Roadway Classification: Rural Freeway

Project Schedule: August 2025 - Summer 2026
Estimated Construction Cost: $3.6 Million



OCTOBER 2025 IN REVIEW

10/3/2025: Joe Bland continued excavating for the cast in place wall spread footing.

10/10/2025: Joe Bland continued cutting drainage swales, processing subgrade, and removing spoils throughout the project.

10/17/2025: Joe Bland cut drainage swales throughout the project. The contractor continued excavating for the cast-in-place wall spread footing.

10/24/2025: Joe Bland continued excavating for the cast-in-place wall spread footing. Joe Bland placed flex base at the northbound SH 195 exit ramp to Ronald Reagan Boulevard.

10/31/2025: Joe Bland continued excavating for the cast in place wall spread footing. Joe Bland continued setting forms and tying rebar for the spread footing and poured the first section.

Design Engineer: WGI
Contractor: Joe Bland Construction
Construction Observation:
David Thornhill, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: SH 195 at Ronald Reagan Boulevard (Single Ramp)
Project No. 25IFB57

Original Contract Price = $3,608,141.00

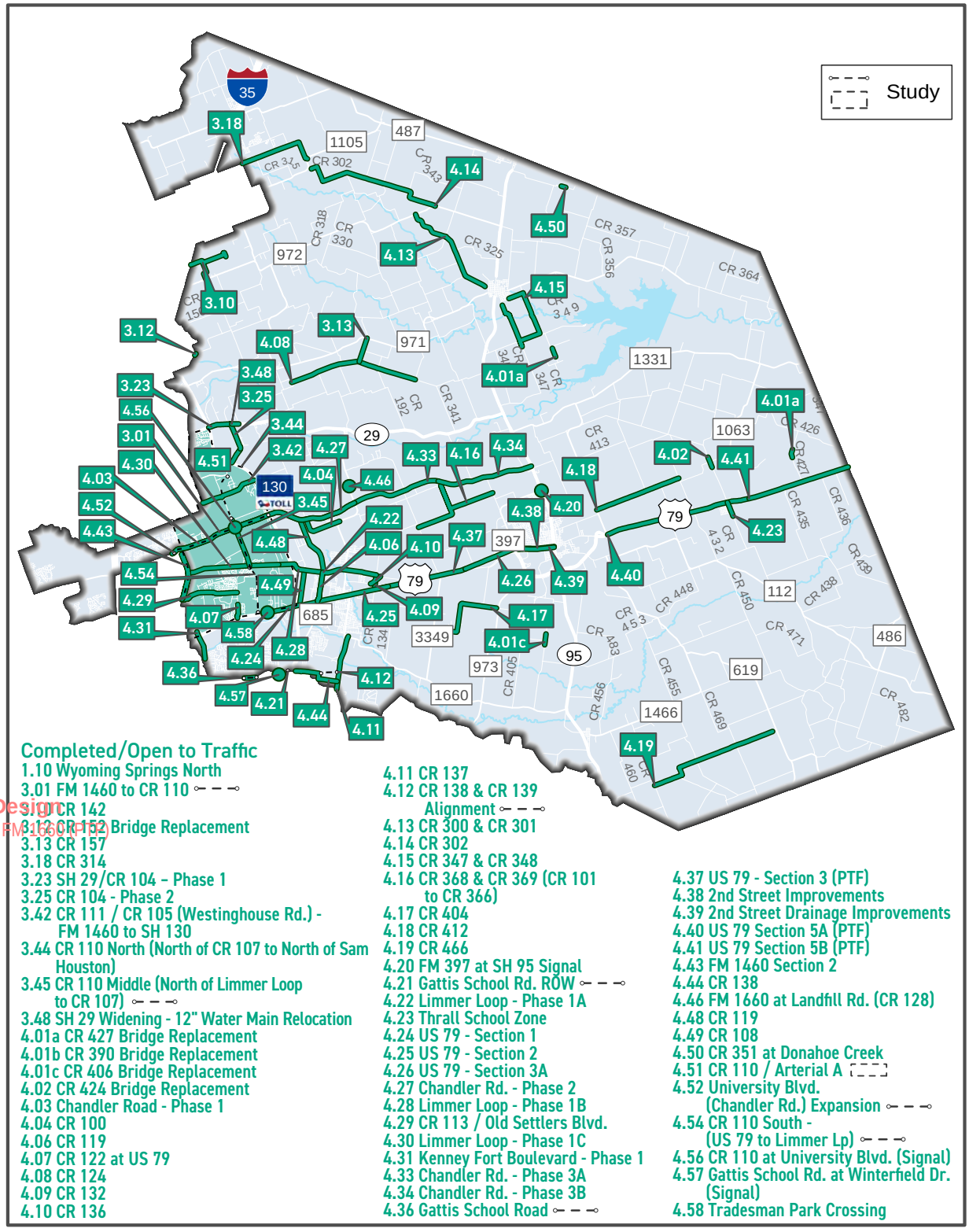
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/25/2025	7/15/2025	8/8/2025	8/18/2025				277		277

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/18/2025	9/30/2025	44	$114,169.50	$114,169.50	$12,685.50	$12,685.50	4	16

10/31/2025 Comments - Joe Bland continued excavating for the cast in place wall spread footing. Joe Bland continued setting forms and tying rebar for the spread footing and poured concrete for the first section.

Adjusted Price = $3,608,141.00

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

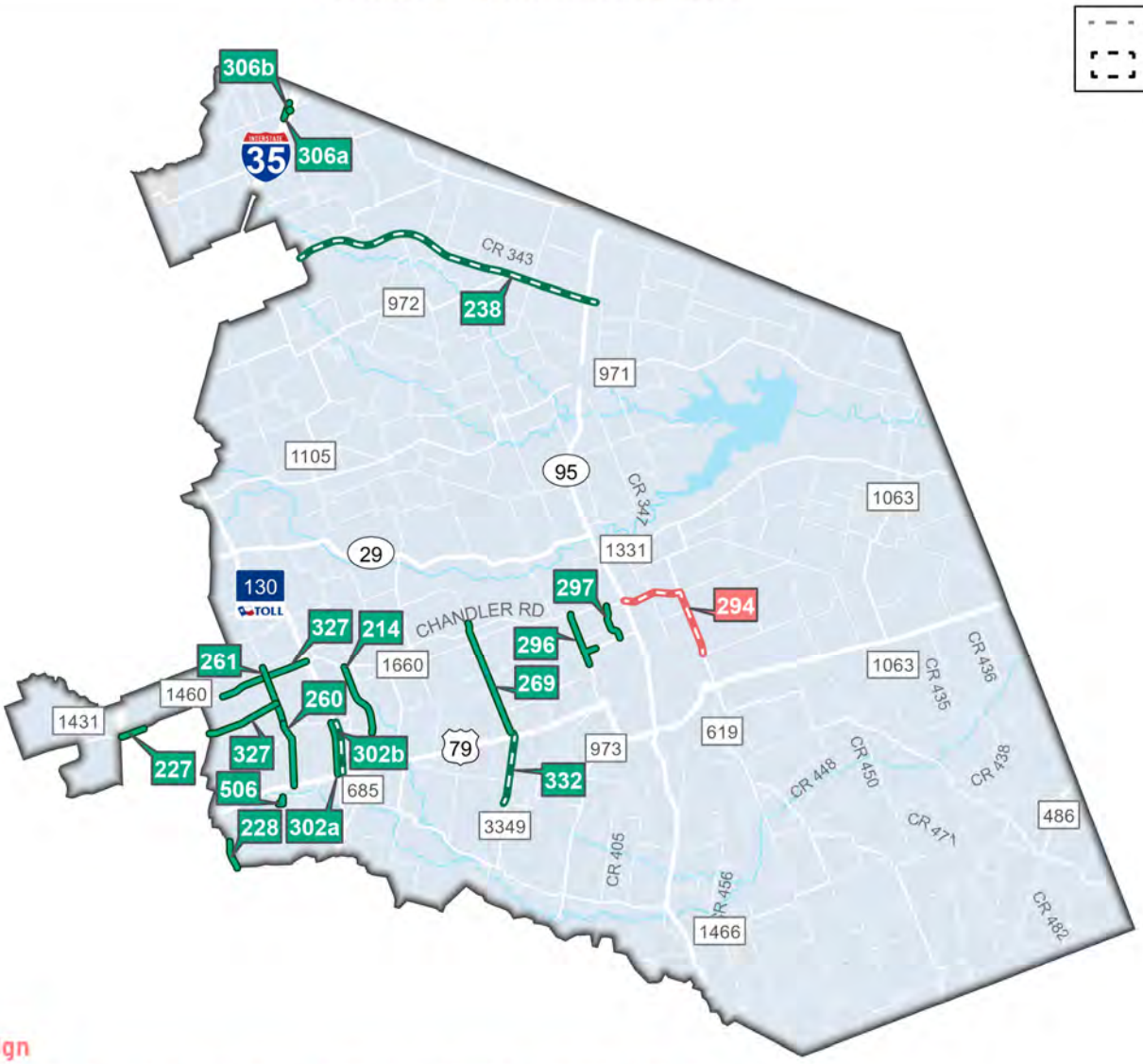
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⟜ – – ⟜
3.12 CR 142
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⟜ – – ⟜
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⟜ – – ⟜
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⟜ – – ⟜
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⟜ – – ⟜
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⟜ – – ⟜
4.52 University Blvd. (Chandler Rd.) Expansion ⟜ – – ⟜
4.54 CR 110 South - (US 79 to Limmer Lp) ⟜ – – ⟜
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1460 (PTF)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

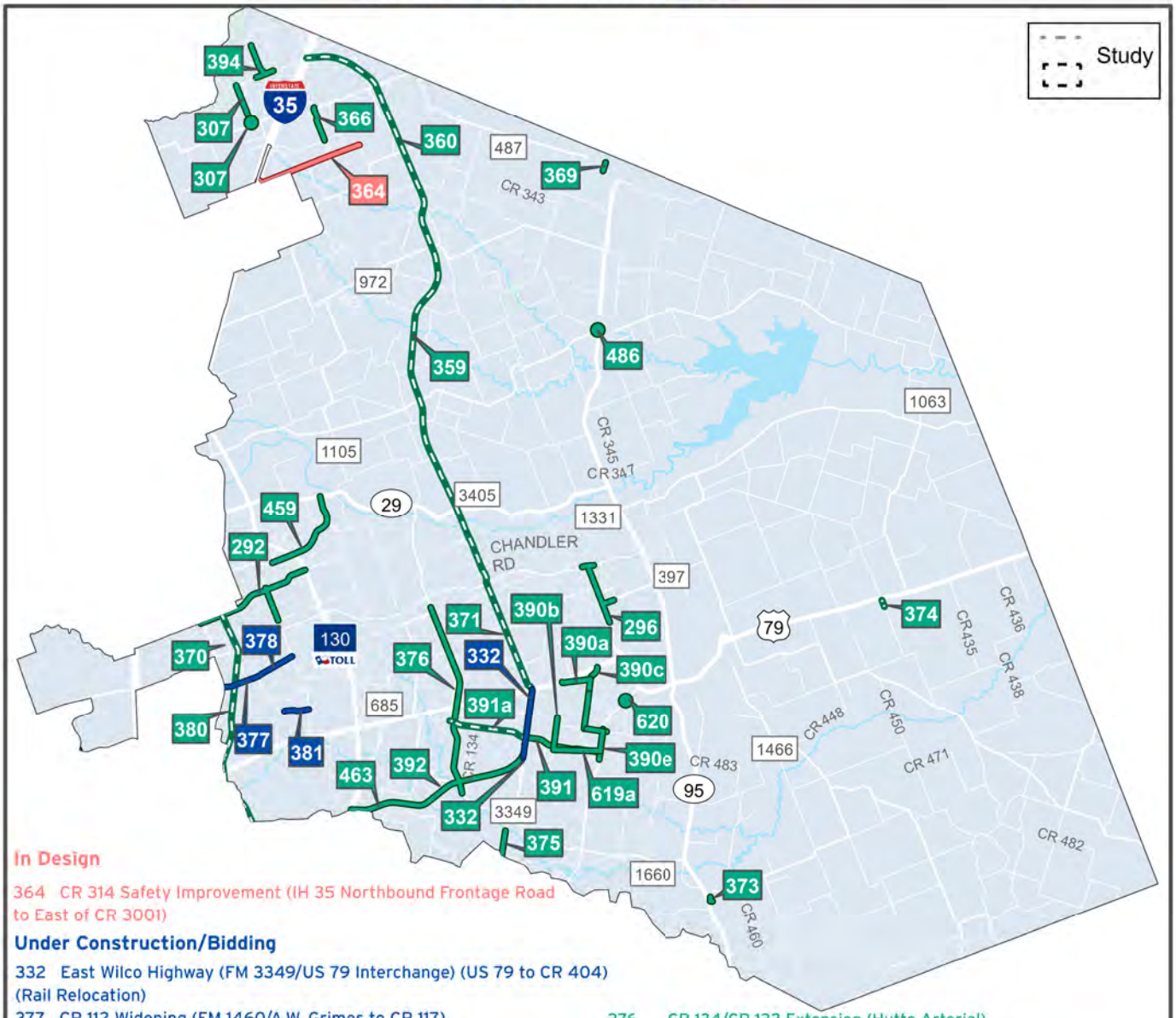
294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619) ◦- - -◦

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) ◦- - -◦
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study ◦- - -◦
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130) ◦- - -◦
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

Under Construction/Bidding

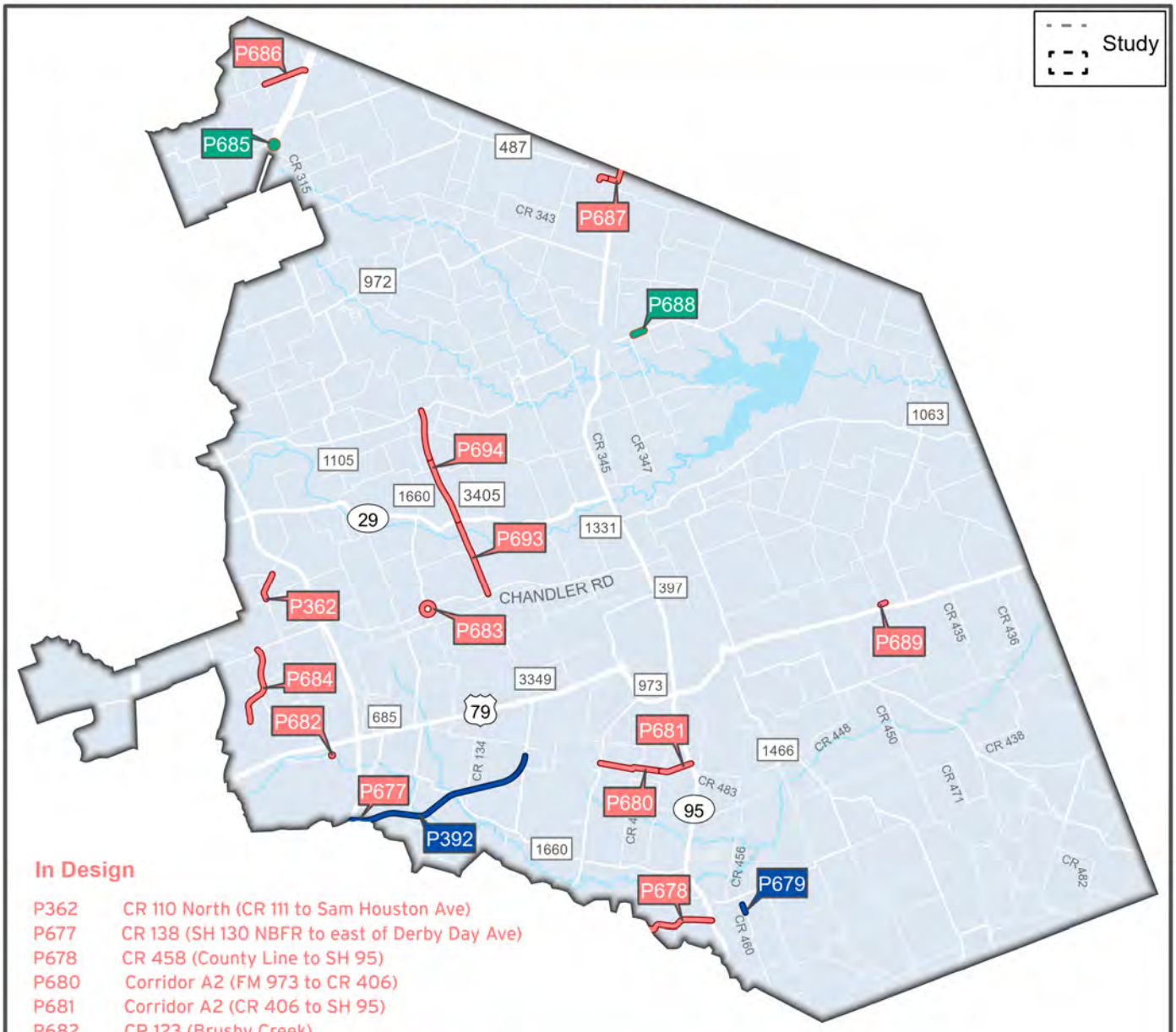
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404) (Rail Relocation)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
307 Bud Stockton Extension (CR 305 to FM 487)
307 Bud Stockton Extension Traffic Signal at FM 487
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404) (Roadwork)
359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D
360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2)
372 East Wilco Highway (Future SH 29 to Chandler Rd)
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
376 CR 134/CR 132 Extension (Hutto Arterial)
380 MoKan (University Boulevard to SH 45)
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
391a CR 132 Realignment
392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
463a CR 138 Right Turn Lane at SH 130
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)
620 FM 973 at Taylor High School Signal

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

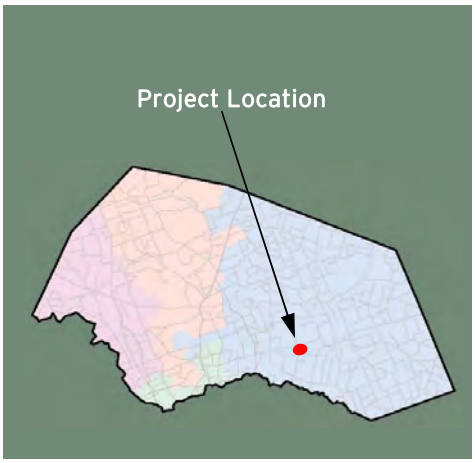
P362	CR 110 North (CR 111 to Sam Houston Ave)
P677	CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678	CR 458 (County Line to SH 95)
P680	Corridor A2 (FM 973 to CR 406)
P681	Corridor A2 (CR 406 to SH 95)
P682	CR 123 (Brushy Creek)
P683	Chandler Road (FM 1660 Overpass)
P684	Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P686	CR 305 (IH 35 to CR 307)
P687	Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P689	North Barker Street (CR 424 to east end of North Barker Street)
P693	East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694	East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Under Construction/Bidding

P392	East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction) (CR 137 south of Hutto and CR 404)
P679	CR 460 (future Coupland High School Turn Lanes)

Completed/Open to Traffic

P688	FM 971 (future Granger High School Turn Lanes)
P685	Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)



East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Project Schedule: September 2025 - Spring 2027 (Rail Relocation)
Estimated Construction Cost: $85.7 Million

OCTOBER 2025 IN REVIEW

10/3/2025: James Construction Group (JCG) graded the northbound frontage road turnaround. JCG continued constructing forms for the UPRR box culvert. Subcontractor ESSI poured foundations and installed various signs throughout the project.

10/10/2025: JCG began excavating for the UPRR Box Culvert footing and the tributary channel. JCG began forming the footing for both the channel and box culvert footing.

10/17/2025: JCG continued to excavate for the UPRR Box Culvert footing and began clearing the area around the proposed shoofly.

10/24/2025: JCG continued to clear along the southern side of the UPRR tracks. JCG began placing rock riprap around Bent 8 on the NBFR Bridge for the UPRR box culvert drainage channel.

10/31/2025: JCG began grading the old northbound frontage road U-Turn detour to US 79 that was removed. Subcontractor ESSI continued installing the remaining small signs for FM 3349 and Jughandle Road.

Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394	90	1484

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	13	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	13
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	15
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	17
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	23	19
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	26	21
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	23
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	35	25
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	27
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	29
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	45	31
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	50	33
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	55	35
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	57	37
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	59	39
20	5/26/2024	6/25/2024	31	$3,026,457.98	$53,485,122.95	$0.00	$0.00	62	42
21	6/26/2024	7/25/2024	30	$832,712.20	$54,317,835.15	$0.00	$0.00	63	44
22	7/26/2024	8/25/2024	31	$1,793,923.46	$56,111,758.61	$0.00	$0.00	65	46
23	8/26/2024	9/25/2024	31	$940,489.83	$57,052,248.44	$0.00	$0.00	67	48
24	9/26/2024	10/25/2024	30	$1,765,660.41	$58,817,908.85	$0.00	$0.00	69	50
25	10/26/2024	11/25/2024	31	$3,097,560.74	$61,915,469.59	$0.00	$0.00	72	52
26	11/26/2024	12/25/2024	30	$1,310,506.13	$63,225,975.72	$0.00	$0.00	74	54
27	12/26/2024	1/25/2025	31	$1,093,915.48	$64,319,891.20	$0.00	$0.00	75	56
28	1/26/2025	2/25/2025	31	$1,505,889.66	$65,825,780.86	$0.00	$0.00	77	58
29	2/26/2025	3/25/2025	28	$1,043,757.97	$66,869,538.83	$0.00	$0.00	78	60
30	3/26/2025	4/25/2025	31	$1,474,607.51	$68,344,146.34	$0.00	$0.00	80	62
31	4/26/2025	5/25/2025	30	$1,062,665.00	$69,406,811.34	$0.00	$0.00	81	64
32	5/26/2025	6/25/2025	31	$2,854,810.52	$72,261,621.86	$0.00	$0.00	84	66
33	6/26/2025	7/25/2025	30	$405,763.42	$72,667,385.28	$0.00	$0.00	85	68
34	7/26/2025	8/25/2025	31	$645,000.19	$73,312,385.47	$0.00	$0.00	86	70
35	8/26/2025	9/25/2025	31	$241,395.57	$73,553,781.04	$0.00	$0.00	86	72
36	9/26/2025	10/25/2025	30	$472,111.31	$74,025,892.35	$0.00	$0.00	86	74

10/31/2025 Comments - James Construction began grading the old northbound frontage road U-Turn detour to US 79 that was removed. The contractor placed rock riprap around the outflow of the US 79 box culvert. Subcontractor ESSI continued installing the remaining small signs for FM 3349 and Jughandle Road. The work within UPRR right-of-way will resume on 11/10/25.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project’s completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within the UPRR ROW on the south side of US79.

Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.

Change Order Number	Approved	Cost This CO	Total COs
15	7/16/2024	24,513.18	2,087,268.37

2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.

Change Order Number	Approved	Cost This CO	Total COs
16	7/16/2024	35,324.07	2,122,592.44

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Change Order Number	Approved	Cost This CO	Total COs
17	7/16/2024	11,849.07	2,134,441.51

1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Change Order Number	Approved	Cost This CO	Total COs
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Change Order Number	Approved	Cost This CO	Total COs
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Change Order Number	Approved	Cost This CO	Total COs
20	10/8/2024	167,583.65	2,330,517.59

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor.

Change Order Number	Approved	Cost This CO	Total COs
21	12/19/2024	5,462.50	2,335,980.09

1B. Design Error or Omission. This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT Georgetown Area Office.

Change Order Number	Approved	Cost This CO	Total COs
22	4/1/2025	16,354.80	2,352,334.89

2I. Differing Site Conditions, Additional safety needs (unforeseeable). This Change Order compensates the Contractor for replacing a section of the existing metal beam guard fence (MBGF) on SB FM3349 to meet current TxDOT standards. This section of MBGF connects to the concrete barrier protecting the columns of the new bridge and its height needed to be adjusted to be MASH compliant. The original MBGF was installed according to an older TxDOT standard. The proposed adjustment ensures compliance with current TxDOT standards and improves safety of the traffic traveling south from existing FM 3349 to the new South Bound Frontage Road.

Change Order Number	Approved	Cost This CO	Total COs
23	7/2/2025	147,187.12	2,499,522.01

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order compensates the Contractor for repairs to crash cushions damaged by the traveling public, locating existing utilities not shown in the plans, and performing pavement repairs at the UPRR crossover at US 79 and FM 3349 that have been damaged within the project limits. This Change Order also compensates the Contractor for off-duty police officers used for traffic control and lane closures. It also reimburses the Contractor for saw cutting and aligning Driveway No. 4 with RCR Taylor's newly placed driveway. This Change Order also corrects line-item numbers from previous Change Orders.

Change Order Number	Approved	Cost This CO	Total COs
24	7/22/2025	$883,598.55	3,383,120.56

3G. County Convenience. Compliance requirements of new laws and/or policies.: This Change Order compensates the Contractor for constructing the UPRR shoo-fly and box culverts at US 79, per the required plan revisions. The final 100% plan set, issued after bid opening, includes the revised culvert and shoo-fly work. Quantity adjustments and new items were required, per the plan revisions.

Change Order Number	Approved	Cost This CO	Total COs
25	8/27/2025	248,517.11	3,631,637.67

3F. County Convenience. Additional work desired by the County.: This Change Order compensates the Contractor for installing cable barrier and riprap mow strip along the center median of US 79. This work was requested by TxDOT and will be paid for by TxDOT.

Change Order Number	Approved	Cost This CO	Total COs
26	11/4/2025	142,001.98	3,773,639.65

6C. Untimely ROW/Utilities. Utilities not clear.: This Change Order compensates the Contractor for standby time due to a delay in the relocation of the MCI fiber line, which created a conflict with the scheduled box culvert construction within the Union Pacific Railroad (UPRR) right-of-way. Per Contract, the MCI fiber line was originally scheduled to be relocated by June 8, 2024. However, the actual relocation did not occur until September 26, 2025. The Contractor was scheduled to begin box culvert construction within the UPRR right-of-way on August 25, 2025, but was unable to proceed due to the unresolved utility conflict.

Adjusted Price = $85,714,677.78

Project Name: Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023	1/6/2025	4/24/2025		973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	18	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	27	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	31	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	41	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	47	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	58	22
9	5/1/2024	5/31/2024	31	$1,749,723.10	$17,455,647.49	$194,413.68	$1,939,516.39	64	25
10	6/1/2024	6/30/2024	30	$3,336,725.12	$20,792,372.61	-$845,180.99	$1,094,335.40	73	28
11	7/1/2024	7/31/2024	31	$769,078.30	$21,561,450.91	$40,477.81	$1,134,813.21	75	31
12	8/1/2024	8/31/2024	31	$1,686,094.26	$23,247,545.17	$88,741.80	$1,223,555.01	81	35
13	9/1/2024	9/30/2024	30	$1,598,196.81	$24,845,741.98	$84,115.62	$1,307,670.63	87	38
14	10/1/2024	10/31/2024	31	$1,274,170.93	$26,119,912.91	$67,061.63	$1,374,732.26	91	41
15	11/1/2024	11/30/2024	30	$642,378.80	$26,762,291.71	$33,809.41	$1,408,541.67	93	44
16	12/1/2024	12/31/2024	31	$1,108,005.79	$27,870,297.50	$58,316.09	$1,466,857.76	97	47
17	1/1/2025	1/31/2025	31	$1,015,405.81	$28,885,703.31	-$877,353.61	$589,504.15	98	50
18	2/1/2025	2/28/2025	28	$7,955.05	$28,893,658.36	$162.35	$589,666.50	98	53
19	3/1/2025	5/31/2025	0	$171,500.00	$29,065,158.36	$3,500.00	$593,166.50	98	53
20	6/1/2025	9/30/2025	0	$73,500.00	$29,138,658.36	$1,500.00	$594,666.50	99	53

10/31/2025 Comments - Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Change Order Number	Approved	Cost This CO	Total COs
02	7/3/2024	$ 9,568.50	$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Change Order Number	Approved	Cost This CO	Total COs
03	11/4/2025	$ (373,288.56)	$ (357,519.06)

2C. New development (conditions changing after PS&E completed) This Change Order adds items for additional excavation and embankment due to the landscape of the project changing from the time of the design to construction. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $30,183,328.97

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

Original Contract Price = $553,983.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
3/14/2024	4/25/2024	7/12/2024	7/22/2024	3/13/2025	9/19/2025	263		263

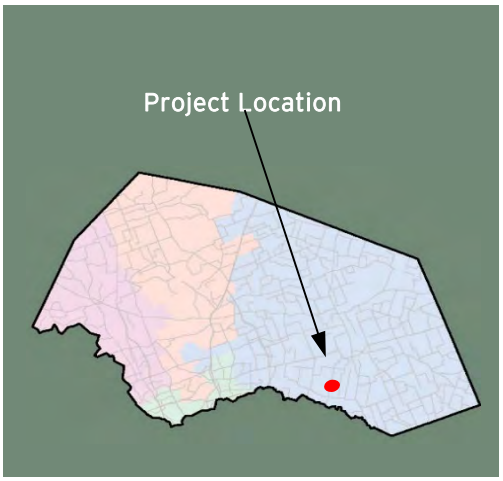
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2024	9/30/2024	71	$100,800.00	$100,800.00	$11,200.00	$11,200.00	21	27
2	10/1/2024	10/31/2024	31	$51,615.00	$152,415.00	$5,735.00	$16,935.00	31	39
3	11/1/2024	1/31/2025	92	$250,246.30	$402,661.30	$4,257.70	$21,192.70	80	74
4	2/1/2025	7/31/2025	41	$108,439.08	$511,100.38	-$10,762.08	$10,430.62	99	89
5	8/1/2025	10/31/2025	0	$17,334.62	$528,435.00	-$10,430.62	$0.00	100	89

10/31/2025 Comments - Project close-out is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	10/10/2025	$ (25,548.00)	$ (25,548.00)

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

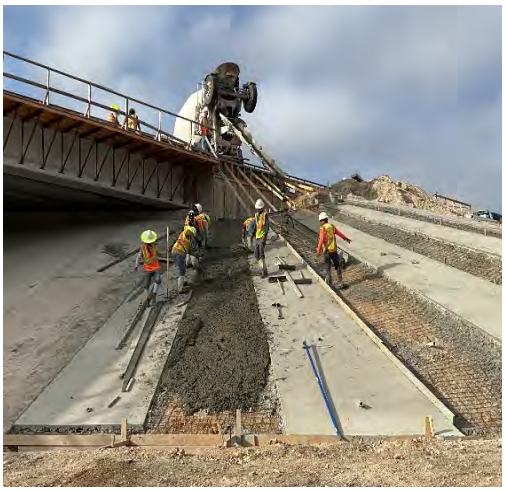
Adjusted Price = $528,435.00



East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)

Project Length: 4.658 miles
Roadway Classification: Rural Arterial

Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: $64.4M



OCTOBER 2025 IN REVIEW

10/3/2025: Capital Excavation began forming and pouring the curb and gutter in the Atmos gas line easement. Subcontractor Woolery completed installing the metal beam guard fence at bridges 3, 4, and 5.

10/10/2025: Capital continued forming and pouring concrete riprap on Abutment 1 slopes. Capital placed topsoil and graded the drainage swells around bridges 4 and 5.

10/17/2025: Capital completed forming the deck on spans 1 and 2 on the Brushy Creek Bridge. Capital completed grading the drainage swells and placing the rock riprap around bridges 4 and 5.

10/24/2025: Capital poured the deck for spans 1 and 2 on the Brushy Creek Bridge. Capital completed placing rock riprap under the Cottonwood Creek Bridge to the edge of the creek and removed the temporary crossing.

10/31/2025: Capital continued forming and preparing spans 3-5 on the Brushy Creek Bridge for the upcoming pour.

Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (Southeast Loop, Segment 2)
Project No. 24IFB59

Original Contract Price = $64,407,606.63

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/17/2024	7/30/2024	8/30/2024	9/12/2024				1345		1345

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/12/2024	10/31/2024	50	$4,044,752.86	$4,044,752.86	$449,416.98	$449,416.98	7	4
2	11/1/2024	11/30/2024	30	$3,359,150.02	$7,403,902.88	$373,238.90	$822,655.88	13	6
3	12/1/2024	12/31/2024	31	$4,898,958.06	$12,302,860.94	$544,328.67	$1,366,984.55	22	8
4	1/1/2025	1/31/2025	31	$4,097,979.17	$16,400,840.11	$455,331.02	$1,822,315.57	29	11
5	2/1/2025	2/28/2025	28	$3,405,635.50	$19,806,475.61	$378,403.94	$2,200,719.51	35	13
6	3/1/2025	3/31/2025	31	$2,448,654.07	$22,255,129.68	$272,072.68	$2,472,792.19	40	15
7	4/1/2025	4/30/2025	30	$4,232,053.26	$26,487,182.94	$470,228.14	$2,943,020.33	47	17
8	5/1/2025	5/31/2025	31	$4,846,719.71	$31,333,902.65	-$1,293,867.56	$1,649,152.77	53	19
9	6/1/2025	6/30/2025	30	$2,418,135.32	$33,752,037.97	$127,270.28	$1,776,423.05	57	22
10	7/1/2025	7/31/2025	31	$1,516,288.79	$35,268,326.76	$79,804.67	$1,856,227.72	59	24
11	8/1/2025	8/31/2025	31	$2,629,130.44	$37,897,457.20	$138,375.29	$1,994,603.01	64	26
12	9/1/2025	9/30/2025	30	$872,758.98	$38,770,216.18	$45,934.68	$2,040,537.69	65	29

10/31/2025 Comments - Capital Excavation placed concrete deck at spans 1-2 of the Brushy Creek Bridge and continued forming and preparing spans 3 thru 8. Capital continued miscellaneous clean-up from Bridge 5 to the east end of the project.

Change Order Number	Approved	Cost This CO	Total COs
01	3/11/2025	$41,168.11	$ 41,168.11

6A. Right-of-Way not clear (third party responsibility for ROW). This Change Order compensates the Contractor for plugging and abandoning an existing water well that was discovered while clearing the right-of-way. 3F. Additional work desired by the County. The County requested an abandoned house adjacent to the project on County property to be demolished. 3I. Implementation of improved technology or better process. Added detection system for the temporary signal trailers to make CR 138 intersection safer for the traveling public.

Change Order Number	Approved	Cost This CO	Total COs
02	5/20/2025	-$261,915.65	-$220,747.54

4D. Third Party Accommodation. Other. This Change Order officially issues the "For Construction" plan set for the Jonah Water Line "B", adds new items to the contract, and adjust quantities to reflect the line being installed in the existing Jonah easement instead of in Williamson County's ROW which was shown in the bid set.

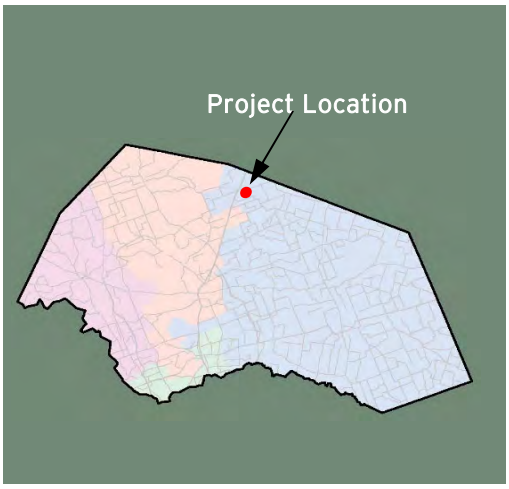
Change Order Number	Approved	Cost This CO	Total COs
03	7/2/2025	-$1,686,657.10	-$1,907,404.64

3M. County Convenience. Use alternate funding source. This Change Order removes the Shared Use Path (SUP) items from the scope of this project per Williamson County's request.

Change Order Number	Approved	Cost This CO	Total COs
04	8/27/2025	$37,550.00	-$1,869,854.64

2. Differing Site Conditions. 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for relocating an existing fire hydrant, capping a valve, adjusting 3 valves and installing a new valve that are in conflict with the proposed roadway. 4. Third Party Accommodation: 4B Third Party requested work: Compensates the Contractor for performing special (hand) clearing in the archeological area to expedite exploratory investigation.

Adjusted Price = $62,537,751.99



Sonterra Boulevard
(North of the Intersection of IH 35 and Sonterra Boulevard)

Project Length: 0.190 Miles
Roadway Classification: Major Collector

Project Schedule: August 2025 - Late 2025
Estimated Construction Cost: $0.6 Million

OCTOBER 2025 IN REVIEW

10/3/2025: Mills Construction poured the last section of the new Sonterra Blvd. driveway and began lime treating the subgrade throughout the project.

10/10/2025: Mills Construction continued forming and pouring the trickle channel, curb and gutter, and concrete flume and riprap.

10/17/2025: Mills Construction continued roadway and channel excavation along the northbound frontage road. Subcontractor Texas Materials paved the roadway for the entire project.

10/24/2025: Mills Construction continued spreading topsoil throughout the project. The right turn lane from the northbound frontage road onto Sonterra Boulevard opened to traffic on 10/24/2025.

10/31/2025: Mills Construction placed seed and erosion control blankets throughout the project. Mills began working on punch list items.

Design Engineer: Huitt-Zollars
Contractor: Mills Construction
Construction Observation:
David Thornhill, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Sonterra Boulevard
Project No. 25IFB58

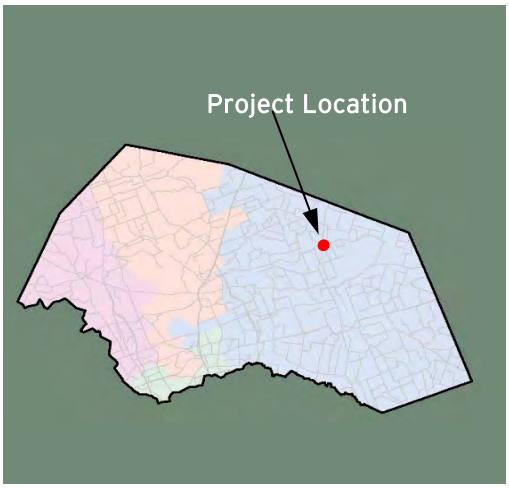
Original Contract Price = $566,829.31

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/24/2025	7/15/2025	8/8/2025	8/18/2025	10/30/2025			120		120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/18/2025	8/31/2025	14	$46,144.69	$46,144.69	$5,127.19	$5,127.19	9	12
2	9/1/2025	9/30/2025	30	$242,951.60	$289,096.29	$10,088.40	$15,215.59	54	37
3	10/1/2025	10/31/2025	2	$203,526.48	$492,622.77	-$5,162.06	$10,053.53	89	38

10/31/2025 Comments - Mills Construction completed spreading topsoil and placing seed and erosion control blankets throughout the project. The right turn lane from the northbound frontage road onto Sonterra Boulevard opened to traffic on 10/24/25. Mills began working on punch list items.

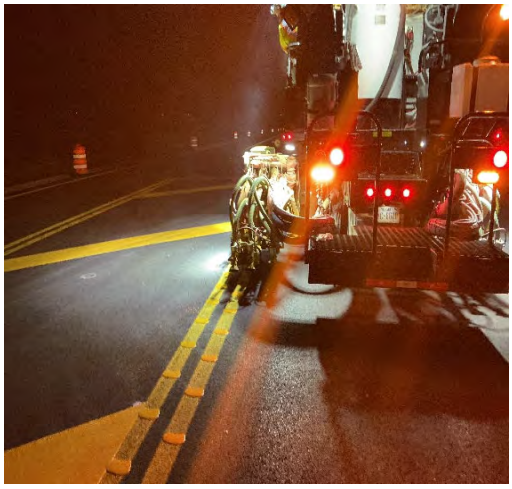
Adjusted Price = $566,829.31



FM 971 (Future Granger High School Turn Lanes)
(East of CR 348 to West of CR 349)

Project Length: 0.292 Miles
Roadway Classification: Major Collector

Project Schedule: August 2025 - Early 2026
Estimated Construction Cost: $1.2 Million



OCTOBER 2025 IN REVIEW

10/3/2025: Lone Star Sitework graded the flexible base for the widening and prepared for asphalt placement.

10/10/2025: Lone Star Sitework graded drainage ditches. Subcontractor Stripe It Up striped the roadway to place traffic into final configuration.

10/17/2025: Lone Star Sitework graded drainage ditches and placed topsoil throughout project. Subcontractor Lone Star Paving paved the taper on the east end of the project.

10/24/2025: Lone Star Sitework continued spreading topsoil throughout the project. Subcontractor ESSI placed drill seed and soil blankets.

10/31/2025: Subcontractor Stripe It Up placed Thermal permanent raised pavement markings for the entire project.

Design Engineer: AtkinsRealis
Contractor: Lone Star Sitework
Construction Observation:
Chuck Evans , HNTB

Williamson County
Road Bond Program

HNTB

Project Name: FM 971 (Granger)
Project No. 25IFB48

Original Contract Price = $1,161,629.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
6/10/2025	6/24/2025	7/15/2025	7/25/2025	10/9/2025			70		70

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/25/2025	8/31/2025	38	$282,284.55	$282,284.55	$31,364.95	$31,364.95	27	54
2	9/1/2025	9/30/2025	30	$105,840.00	$388,124.55	$11,760.00	$43,124.95	37	97

10/31/2025 Comments - Subcontractor Stripe It Up placed permanent pavement markings and signs for the entire project. The project is substantially complete and the contractor is working on punch list items.

Adjusted Price = $1,161,629.00

Commissioners Court - Regular Session **88.**

Meeting Date: 11/18/2025

KC Engineering 21RFSQ14 Amendment 4 Small Drainage & Roadway

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 4 under Williamson County Contract for Engineering Services between KC Engineering, Inc. and Williamson County dated May 31, 2022, for Design Engineering Services for Small Drainage and Small Roadway Projects.

Background

This Contract Amendment No 4 will allow for an increase in the compensation cap from $1,500,000.00 to $2,100,000.00. Funding sources: P737 and 01.0200.0210.004100.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

KC Engineering 21RFSQ14 Amendment 4 Small Drainage & Roadway

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:04 PM
Form Started By: Vicky Edwards		Started On: 11/07/2025 03:33 PM
Final Approval Date: 11/10/2025		

CONTRACT AMENDMENT NO. __4__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Design Engineering Services for Small Drainage and Small Roadway Projects **("Project")**

THIS CONTRACT AMENDMENT NO. _4_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **KC Engineering, Inc.** (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **May 31, 2022** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $**1,500,000.00;** and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from **$1,500,000.00** to **$2,100,000.00**.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Greg Haley, P.E.
Signature

Greg Haley, P.E.
Printed Name

President
Title

November 6, 2025
Date

COUNTY:

By: _____
Signature

Steven Snell
Printed Name

Williamson County Judge
Title

_____
Date

Commissioners Court - Regular Session **89.**

Meeting Date: 11/18/2025

Diamond 24RFSQ13 Amendment 1 Surveying Services

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No. 1 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated March 19, 2024, for Surveying Services.

Background

This Contract Amendment No 1 will allow for an increase in the compensation cap from $500,000.00 to $800,000.00. Funding sources: P737 and 01.0200.0210.004150.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Diamond 24RFSQ13 Amendment 1 Surveying Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 03:05 PM
Form Started By: Vicky Edwards		Started On: 11/07/2025 03:33 PM
Final Approval Date: 11/10/2025		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR SURVEYING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Land Surveying Services ("Project")

THIS CONTRACT AMENDMENT NO. _1_ to Williamson County Contract for Surveying Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Surveyor executed the Williamson County Contract for Surveying Services dated effective **March 19, 2024** (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $**500,000.00;** and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Surveyor agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $500,000.00 to $800,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Surveyor have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Shane Shafer	Steven Snell
Printed Name	Printed Name
President	Williamson County Judge
Title	Title
November 6, 2025	
Date	Date

Commissioners Court - Regular Session **90.**

Meeting Date: 11/18/2025

License Agreement with Stonewall Ranch MUD for the Stonewall Ranch Subdivision

Submitted For: Adam Boatright **Submitted By:** Misti Schulz, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a license agreement with Stonewall Ranch MUD for the Stonewall Ranch Subdivision.

Background

This license agreement is to allow Stonewall Ranch MUD to install and maintain license plate readers within the rights-of-way of the Stonewall Ranch Subdivision and the boundary of the MUD.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License Agreement Stonewall Ranch MUD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/10/2025 06:45 PM
Form Started By: Misti Schulz		Started On: 09/16/2025 04:20 PM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas (the "County"), and the Municipal Utility District named on the signature page hereinbelow, being a political subdivision of the State of Texas (the "Licensee"), enter into this License Agreement (the "Agreement") upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

Licensee has requested permission from County to install, operate, maintain and repair additions, including, but not limited to sidewalks, accessible ramps, trails, landscaping, lighting, fencing, signage and irrigation systems (collectively referred to herein as the "Licensee's Improvements") in portions of the County's right-of-way. Subject to the terms and conditions of this Agreement, the County grants to Licensee permission to install, repair and maintain Licensee's Improvements in the areas of County's right-of-way shown and depicted in the attached **Exhibit "A" (**the "Licensed Property"). The parties acknowledge that this Agreement does not apply to, or affect any interests, rights and obligations regarding water, wastewater, drainage facilities or other utilities located or to be located within the Licensed Property pursuant to any validly issued permits or executed easements related thereto.

The County makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction, repair, operation and maintenance permitted by this Agreement shall be done in compliance with the terms and conditions of this Agreement and all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction, repair, operation and maintenance is performed.

II. ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the Licensed Property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the County to widen, alter or improve the Licensed Property subject to this Agreement pursuant to official action by the governing body of the County or its successors. The County does, however, agree to

give Licensee at least thirty (30) days written notice of such action and shall cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering or improvement of the Licensed Property, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Licensee hereby agrees and acknowledges that Licensee, at its expense, shall be responsible for removal of Licensee's Improvements from the Licensed Property within forty-eight (48) hours of County's directive to remove specified Licensee's Improvements whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property. In the event Licensee fails to remove the Licensee's Improvements to the County's satisfaction following County's directive to do so, then and in that event the County may cause the Improvements to be removed at the expense of Licensee.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property, at any time without notice to Licensee, assuming no obligation to Licensee, and remove, repair or replace, without liability to County and at Licensee's expense, any of the Licensee's Improvements thereof whenever such removal is deemed by County necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than One Million and No/l00 Dollars ($1,000,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the County on or before the Effective Date.

So long as Licensee is using the Licensed Property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS,

OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. LICENSEE HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI. CONDITIONS

A. Plan Review. Licensee's Improvements shall not be erected, placed, constructed or altered after being constructed on any of the Licensed Property until Licensee's plans and specifications for Licensee's Improvements have been approved, in writing, by County's Engineer or its authorized representatives. Licensee's required plans and specifications for all proposed improvements shall be submitted to County's Engineer and include necessary and applicable details such as site plan, landscape plans, irrigation plans, exterior elevations, drainage and grading plans and/or exterior materials. Approval of plans is at the sole discretion of the County's Engineer. The County Engineer will review all plans in the normal course of business and will make good faith efforts to issue remarks and approvals without unreasonable delay. Once the required plans and specifications are approved by the County Engineer, Licensee hereby acknowledges and agrees that the development and use of the Licensed Property shall thereafter be in strict compliance with the approved plans and specifications or approved amendments thereto.

B. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of existing facilities on the Licensed Property. Further, Licensee shall reimburse the County for all costs of replacing or repairing any property of the County or of others which are damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

C. Maintenance. Licensee shall maintain the Licensed Property and the Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants shall be completed within fifteen (15) days following receipt of a written request by

the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within fifteen (15) days following written notification to Licensee, then the County may, in addition to any other remedy set out herein, remove and/or replace all of Licensee's Improvements.

D. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property shall be at Licensee's sole expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement; provided, however, any modification to existing Licensee's Improvements must comply with the Plan Review requirements set out herein.

E. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County shall give Licensee written notice thereof to the Licensee at the address set forth below. Licensee shall have fifteen (15) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to County's complete satisfaction within the fifteen (15) period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within fifteen (15) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall be effective as of the date of the last party's execution below ("Effective Date"), and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof.

If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following fifteen (15) days written notice to the Licensee. If such abandonment has not been remedied by Licensee within such period, the County shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee's Improvements that are not removed prior to County's termination of the license subject of this Agreement shall be deemed property of the County as of the effective date of County's termination.

VIII. TERMINATION

A. Termination by Licensee. This Agreement, or portion of the Licensed Property, may be terminated by Licensee by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee shall, within the 30-day notice period, remove from the Licensed Property, or such other portion thereof that is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements that are not removed within said period shall become the property of the County. Licensee hereby agrees and acknowledges that Licensee shall be liable to County for any damages

caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. In addition to any other termination rights set out herein, this Agreement may be revoked and terminated at any time by County if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing fifteen (15) days written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, revocation and termination of this Agreement is reasonably required by the public interest if:

1. the County deems, in its sole discretion, that Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite fifteen (15) days written notice to Licensee, the County deems, in its sole discretion, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX. MISCELLANEOUS PROVISIONS

A. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

B. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

C. Covenant Running With Land: Waiver of Default. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement

without the written consent of the County, which consent shall not be unreasonably withheld. In the event County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

E. Notices. Excepts as specifically otherwise set forth herein, all notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be sent to the receiving party at the address identified below and be deemed to have been properly delivered and received (1) as of the time of delivery if personally delivered; (2) as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid; (3) as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid; or (4) as of the third (3rd) day following the date in which notice is sent by electronic mail (e-mail). All notices, demands and requests hereunder shall be addressed:

To Licensee At:

The address set forth below Licensee's signature block herein below.

To County At:

Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

with copy to: Williamson County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78626

or to such other addresses which either party may so designate by sending notice as aforesaid.

F. Day. Unless otherwise set forth herein, all references herein to a "day" shall mean a calendar day and not a business day.

G. No Third-Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

H. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

I. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to

include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

J. Construction. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, 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. Force Majeure. If the party obligated to perform is prevented from performance by reasons for which they are not responsible or circumstances beyond their control, including, but without limitation to, "acts of God", abnormal weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, pandemics, epidemics, health emergencies, disease, plague, quarantine, travel restrictions, discovery of hazardous materials, differing or unforeseeable site conditions, acts of governmental agencies or authorities (whether or not such acts are made in response to other Force Majeure Events), or any other events or circumstances not within the reasonable control of the party affected, whether or not of a similar kind or nature to any of the foregoing (a "Force Majeure Event"). For the avoidance of doubt, Force Majeure Events include the Coronavirus (SARS Cov-2) and such related diseases (e.g. COVID- 19) outbreak., the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party and take reasonable efforts undertaken to mitigate its effects.

M. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

TERMS AND CONDITIONS ACCEPTED, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY, , TEXAS
a political subdivision of the State of Texas

By:_____

Printed Name: _____

Representative Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date:_____ _____, 20___

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 20__ by _____, as Presiding officer of the Williamson County Commissioners Court, on behalf of Williamson County, Texas.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

STONEWALL RANCH MUNICIPAL UTILITY DISTRICT
a conservation and reclamation district of the State of Texas

By: _____

Printed Name: Dallas Worth

Title: Vice President

Date: April 21, 2025

Address for Notice:

4301 Bull Creek Road, Ste. 150
Austin, Texas 78731
E-mail: dallas.worth@swrmud.org

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 21st day of April, 2025, by Dallas Worth, Vice President of Stonewall Ranch Municipal Utility District, a conservation and reclamation district of the State of Texas.

_____
NOTARY PUBLIC, State of Texas

KYMBERLEE IZQUIERDO
Notary Public, State of Texas
Comm. Expires 11-08-2028
Notary ID 130893862

EXHIBIT "A"

LICENSED PROPERTY

The portions of all public rights-of-way between the edge of pavement or back of curb to the outer boundary of said rights-of-way within and adjacent to the portion of Capstone Road and Sandstone Road located within the Stonewall Ranch Subdivision and depicted on Exhibit "A-1". For reference, the Stonewall Ranch Subdivision is generally depicted on Exhibit "A-2".

EXHIBIT "A-1"
LICENSED PROPERTY

The Licensed Property shall consist of the following areas:

The West side of the public right-of-way area for Capstone Road, outside of the road pavement and any curb, in proximity to the intersection of Capstone Road and CR 213.

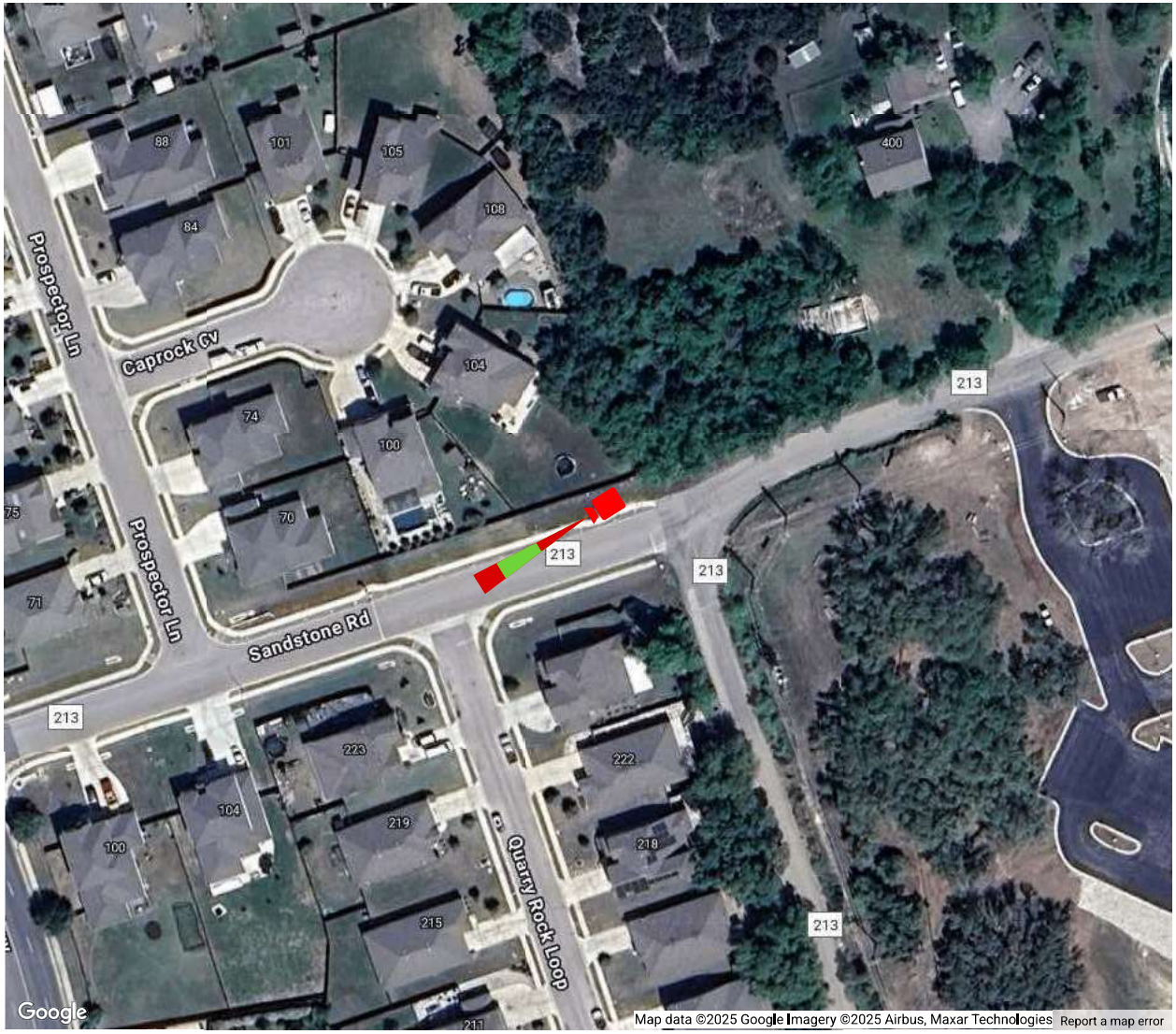
The North side of the public right-of-way for Sandstone Road, outside of the road pavement and any curb, in proximity to the intersection of Sandstone Road and CR 213

.

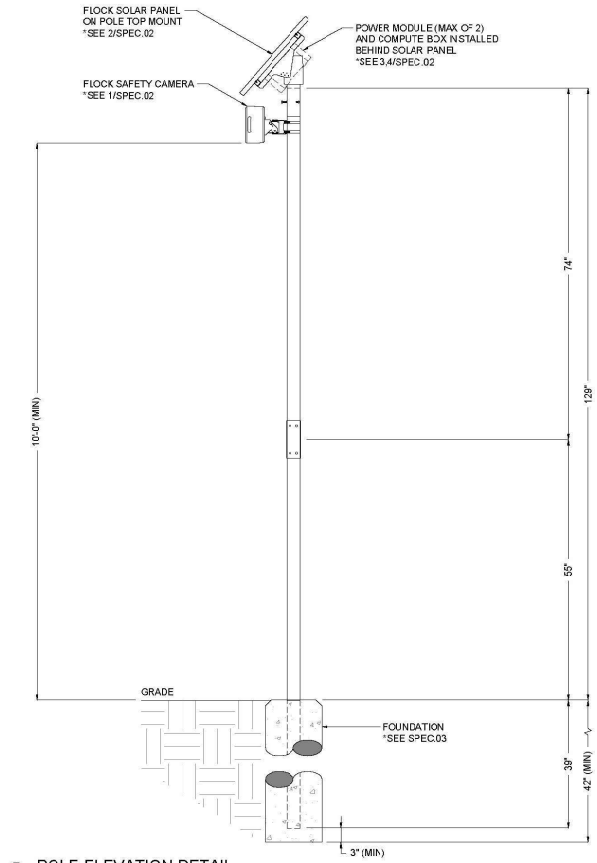
Distance: 9 ft.

Property	Value
Camera Number	1
Name	F#002 Sandstone Rd Prospector Ln WB
Address	226 Quarry Rock Loop, Liberty Hill, TX 78642-4040, United States
Direction	Westbound
Lat	30.661382565507783
Lng	-97.88667190534656
Pole Type	
Distance from	9

Position



Location Notes: None



1 POLE ELEVATION DETAIL
SCALE: 1:20

DESIGN NOTES

1 POLE AND FOUNDATIONS ARE DESIGNED IN ACCORDANCE WITH THE FOLLOWING CODES:
1.1. 2009/2012/2015/2018/2021 INTERNATIONAL BUILDING CODE
1.2. AASHTO LRFD SPECIFICATIONS FOR STRUCTURAL SUPPORT FOR HIGHWAY SIGNS, LUMIN, TRAFFIC SIGNALS, 20TH EDITION.
2 POLE ANALYSIS AND FOUNDATION DESIGN ARE BASED ON THE FOLLOWING CRITERIA:
2.1. DESIGN WIND SPEED (Vult): (SEE SECTION 2.6)
2.2. RISK CATEGORY: II
2.3. EXPOSURE CATEGORY: C
2.4. TOPOGRAPHIC CATEGORY: 1
2.5. SEISMIC DESIGN CRITERIA
2.5.1. SOIL SITE CLASS: D (ASSUMED)
2.5.2. SPECTRAL RESPONSE, Ss: 1.000g (MAXIMUM)
2.5.3. SPECTRAL RESPONSE, S1: 0.400G (MAXIMUM)
2.5.4. SEISMIC DESIGN CATEGORY: B
2.6. STRUCTURE BASE REACTIONS ARE CALCULATED AS FOLLOWS:

DESIGN WIND SPEED (MPH)	MOMENT (K-FT)	SHEAR (KIP)	AXIAL (KIP)
115	2.70	0.280	0.160
125	3.20	0.330	0.160
135 (MAX)	3.70	0.380	0.160

2.7. SHOULD ANY OF THE SITE-SPECIFIC PARAMETERS BE HIGHER THAN WHAT IS NOTED ABOVE, THE EOR SHALL BE CONTACTED TO PROVIDE A REVISED DESIGN.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO INSTALLATION.
4. FOUNDATION TO CONSIST OF CONCRETE SURROUNDING THE PROPSED POLE WITH A MINIMUM OF 3,000-PSI COMPRESSIVE STRENGTH.

GENERAL & CONSTRUCTION NOTES

1. CONTRACTOR SHALL CONTACT DESIGNATED AGENCY TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL APPLY AND OBTAIN AN APPROVED TRAFFIC CONTROL PLAN IN ACCORDANCE WITH MUTCD AND LOCAL JURISDICTION STANDARDS.
3. CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO ORIGINAL SITE CONDITION TO THE SATISFACTION OF STATE DEPARTMENT OF TRANSPORTATION AND LOCAL JURISDICTION.
4. ALL WORK SHALL CONFORM TO APPLICABLE ELECTRICAL CODES EXCEPT WHEN STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION STANDARDS SUPERSEDE.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS DEFINED BY THE STATE DEPARTMENT OF TRANSPORTATION OR LOCAL JURISDICTION, UNLESS SPECIFICALLY STATED OR SHOWN OTHERWISE HEREIN.

ADA COMPLIANCE NOTES

1. ALL SIDEWALK CONSTRUCTION SHALL BE IN ACCORDANCE WITH ADA TITLE II, STATE DEPARTMENT OF TRANSPORTATION, AND LOCAL JURISDICTION STANDARDS.
2. STATE DEPARTMENT OF TRANSPORTATION CURRENT EDITION STANDARDS SHALL BE USED FOR PEDESTRIAN CONTROL PLANS WHEN CLOSURE OF SIDEWALK IS REQUIRED FOR CONSTRUCTION.
3. MINIMUM CLEAR PEDESTRIAN ACCESS ROUTE (PAR) SHALL BE 48" WIDE.
4. NO OBSTRUCTION IS PERMITTED ALONG THE WIDTH OF THE SIDEWALK, UP TO AN ELEVATION OF 7'-0" ABOVE GRADE.

TYPICAL DETAIL

FLOCK SAFETY CAMERAS ON 12'-0" FLOCK POLE

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	09/02/2025	DAW	TYP. DETAIL

FLOCK SAFETY EQUIPMENT INSTALLATION

TYPICAL DETAILS	
SHEET: SPEC.01	REV: -

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY. ANY REPRODUCTION IN PART OR IN WHOLE WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY IS PROHIBITED. DO NOT SCALE DRAWINGS.

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TX - Stonewall Ranch MUD

01201067

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	10/01/2025	FLK	PRELIM

I HEREBY CERTIFY THIS DOCUMENT WAS PREPARED BY MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS

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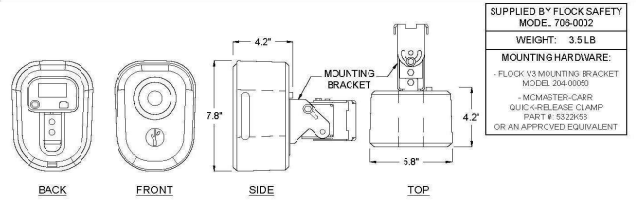
FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01201067
PERMITTING JURISDICTION: Williamson County (County of), Right-of-Way

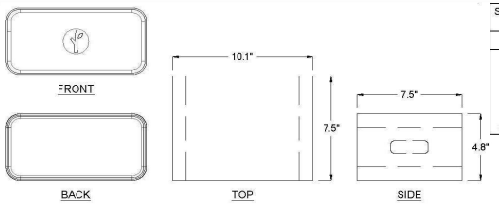
COVER SHEET & LOCATION MAPS	
SHEET: **SPEC.01**	REV: **0**

THIS DOCUMENT HAS BEEN DRAWN BASED OFF THE MOST RECENT AVAILABLE DATA & AERIAL IMAGERY. THIS INCLUDES RIGHT OF WAY, EXISTING UTILITIES, & PRIVATE PROPERTY LINES. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY ALL DATA PRIOR AND EXISTING SURROUNDING FACILITIES TO VERIFY & CONFLICTS ABOVE & BELOW GRADE. ALL CONSTRUCTION TO FOLLOW TEXAS DEPARTMENT OF TRANSPORTATION GENERAL GUIDELINES. DO NOT SCALE DRAWINGS. CALL 811 PRIOR TO DIGGING.



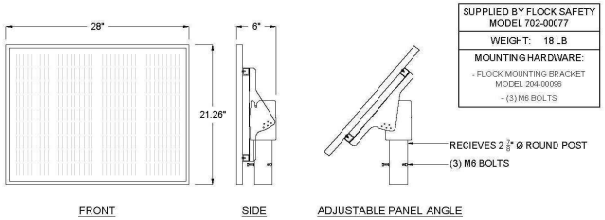
SUPPLIED BY FLOCK SAFETY MODEL: 705-0002
WEIGHT: 3.5 LB
MOUNTING HARDWARE:
- FLOCK V3 MOUNTING BRACKET MODEL 204-0059 - MCMASTER-CARR QUICK-RELEASE CLAMP PART #: 5322K53 OR AN APPROVED EQUIVALENT

1 FLOCK SAFETY CAMERA
SCALE: N/A

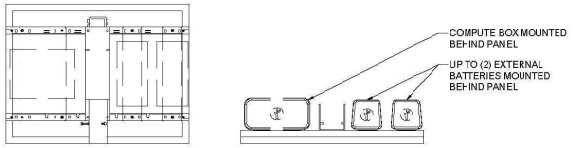


SUPPLIED BY FLOCK SAFETY MODEL 705-0002
WEIGHT: 4.6 LB
MOUNTING HARDWARE:
- FLOCK MOUNTING BRACKET MODEL 204-0102 - MCMASTER-CARR QUICK-RELEASE CLAMP PART #: 5322K58 OR AN APPROVED EQUIVALENT

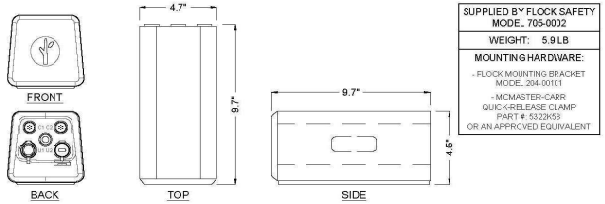
4 FLOCK COMPUTE BOX
SCALE: N/A



SUPPLIED BY FLOCK SAFETY MODEL 702-00077
WEIGHT: 18 LB
MOUNTING HARDWARE:
- FLOCK MOUNTING BRACKET MODEL 204-0006 - (3) M6 BOLTS



2 65 WATT SOLAR PANEL AND MOUNT ASSEMBLY (TOP MOUNTED)
SCALE: N/A



SUPPLIED BY FLOCK SAFETY MODEL: 705-0002
WEIGHT: 5.9 LB
MOUNTING HARDWARE:
- FLOCK MOUNTING BRACKET MODEL: 204-0011 - MCMASTER-CARR QUICK-RELEASE CLAMP PART #: 5322K53 OR AN APPROVED EQUIVALENT

3 POWER MODULE
SCALE: N/A

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TYPICAL DETAIL

FLOCK SAFETY CAMERAS ON 12'-0" FLOCK POLE

flock safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	09/02/2025	DAW	TYP. DETAIL

FLOCK SAFETY EQUIPMENT INSTALLATION

TYPICAL DETAILS	
SHEET: SPEC.02	REV: -

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TX - Stonewall Ranch MUD

01201067

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	10/01/2025	FLK	PRELIM

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01201067
PERMITTING JURISDICTION: Williamson County (County of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: **SPEC.02**	REV: **0**

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ITEMNO.	DESCRIPTION	QTY.
1	2.5" SCH 40 2.875OD 74.000L	1
2	2.5 SCH 40 2.875OD 94.000L	1
3	EUTTORX 0.250-20 TAMPER-RESISTANT	6
4	INSERT SLEEVE STYLE 7 TAPPED	1
5	ORING	1
6	WASHER	6
7	CONCRETE FOOTING	1
8	HBOLT 0.2500-20	1

PROVELI STYLE 7 COUPLER ASSEMBLY

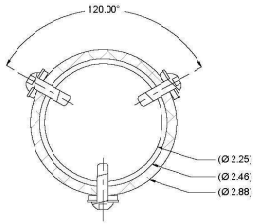
PART #: 1020-01

MATERIAL: SCHED 40 6063 T6 ALUMINUM

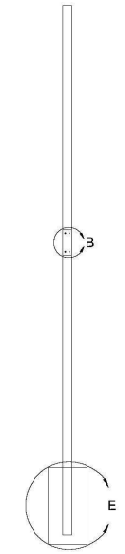
WEIGHT: 170.42 LBS

DATE: 09/27/2023

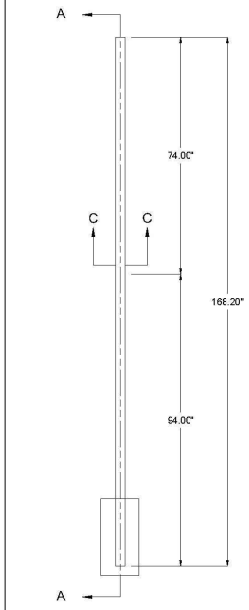
DO NOT SCALE DRAWINGS (NTS)

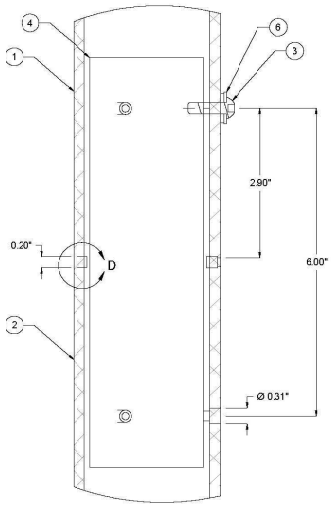


SECTION C-C

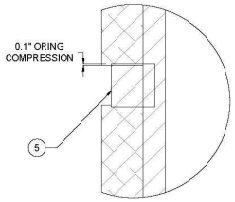


SECTION A-A

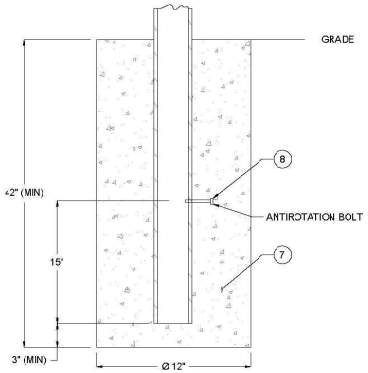




DETAIL B



DETAIL D



DETAIL E

NOTE: CONCRETE SHALL HAVE A MINIMUM COMPRESIVE STRENGTH OF 3,000 PSI.

TYPICAL DETAIL

FLOCK SAFETY CAMERAS ON 12'-0" FLOCK POLE

flock safety

1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	09/02/2025	DAW	TYP. DETAIL

FLOCK SAFETY EQUIPMENT INSTALLATION

TYPICAL DETAILS	
SHEET: SPEC.03	REV: -

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TX - Stonewall Ranch MUD

01201067

Flock Safety
1170 HOWELL MILL ROAD SUITE 210
ATLANTA, GA 30318

REV	DATE	BY	DESCRIPTION
-	-	-	-
-	-	-	-
-	-	-	-
-	-	-	-
0	10/01/2025	FLK	PRELIM

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FLOCK SAFETY EQUIPMENT INSTALLATION

CASE NUMBER: 01201067
PERMITTING JURISDICTION: Williamson County (County of), Right-of-Way

COVER SHEET & LOCATION MAPS	
SHEET: **SPEC.03**	REV: **0**

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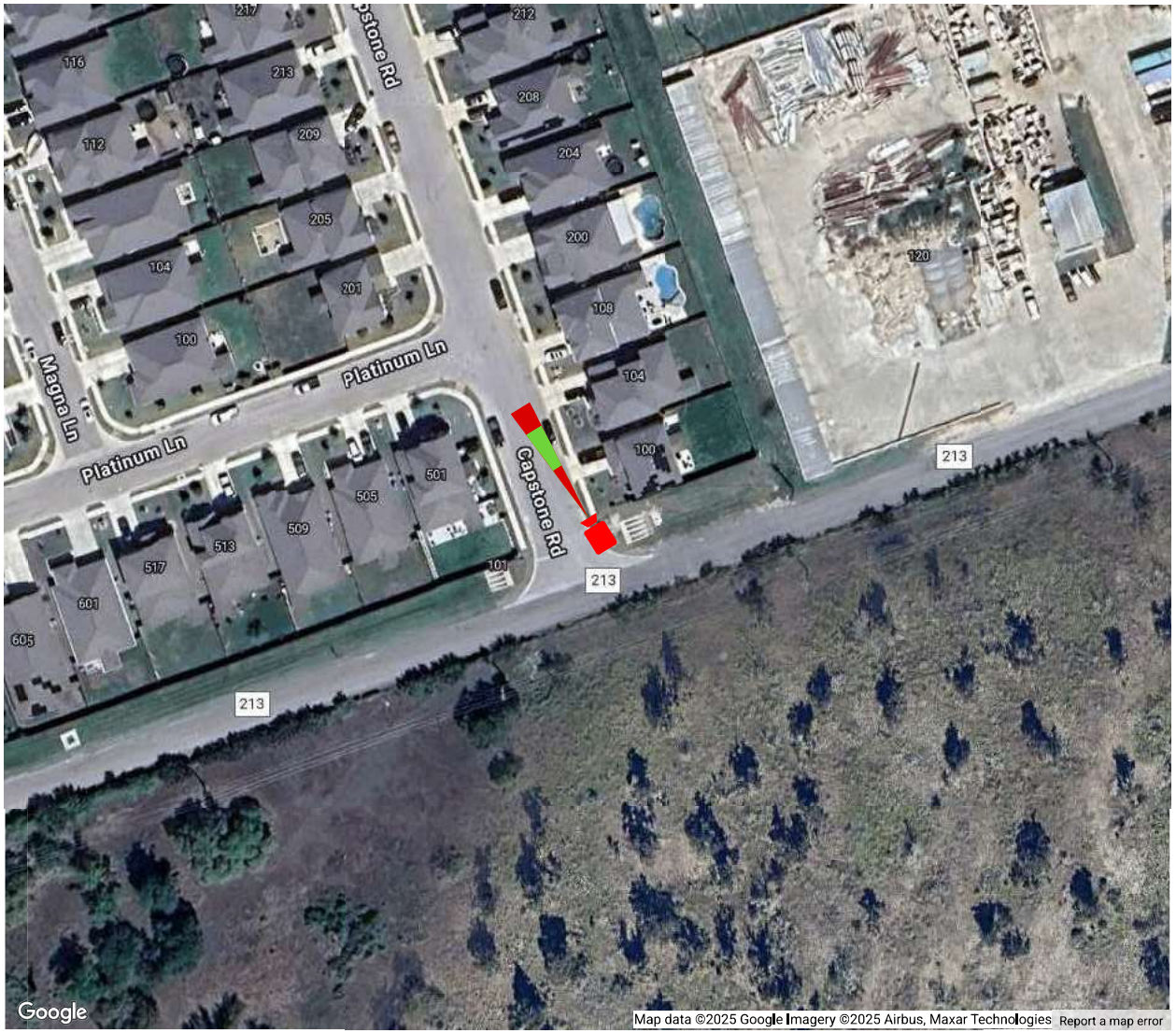
Distance: 4 ft.

Property	Value
Camera Number	1
Name	F#001 CR-213 @ Capstone Rd WB
Address	100 Capstone Rd, Liberty Hill, TX 78642, United States
Direction	Northbound
Lat	30.662668
Lng	-97.882853
Pole Type	Existing Light Pole
Distance from Roadway (ft)	4

Position



Location Notes: Does CX know who pole owner is ?

EXHIBIT "A-2"
DEPICTION OF LICENSED PROPERTY

Sheet 1 of 1
Legend:
MUD BOUNDARY
Project Name:
Stonewall Ranch MUD
Use of Surplus Funds
Project Number:
0068-028
Date:
June 2023
0
500
1,000
Feet
Jones - Heroy & Associates, Inc.
13915 N. Mopac Expy
Suite 408
Austin, Texas 78728
Office: (512) 989-2200
Fax: (512) 989-2213
TBPE Reg. Firm F-006320
Stonewall Ranch Municipal Utility District
Land Use Plan - Use of Surplus Funds
N US 183
CR 258
CR 213
W SH 29
LIBERTY WAY
CONTINENTAL AVE
MOUNT VERNON WAY
PLATINUM LN
MAGNA LN
FIELDSTONE RD
SEC 4
STONEWALL RANCH SECTION 5
PROSPECTOR LN
STONEWALL PKWY
STONEWALL RANCH SECTION 2
PALO DURO LN
QUARRY LN
GRANITE PATH
DRYSTONE TRL
CAPSTONE RD
STONEWALL RANCH SECTION 7
FLEXUS LN
STONEWALL RANCH SECTION 6
LIMONITE LN
SEC 4
ROCK RIDGE TRL
FLINT POINT CV
SECTION 8
LIMESTONE RD
STONEWALL RANCH SECTION 3
MARBLE HEAD WAY
SILTSTONE WAY
MILESTONE RD
LONG RUN
17
15
10
14
13
9
12

Commissioners Court - Regular Session **91.**

Meeting Date: 11/18/2025

Approval of Contract #2026-058 for the Purchase of New Freightliner M2 112 / 12YD Dump Truck from Doggett Freightliner of South Texas LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #2026-058 for the purchase of a New Freightliner M2 112 / 12YD Dump Truck from Doggett Freightliner of South Texas LLC for the total amount of $174,759.52 pursuant to Co-Op TIPS 230802 and authorizing the execution of the agreement.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both been reviewed. Funding Source is 01.0200.0210.005700 and Origination ID# is 4056. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freightliner REDACTED

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:39 PM
Form Started By: Fernando Ramirez		Started On: 10/20/2025 03:50 PM
Final Approval Date: 11/10/2025		

WILLIAMSON COUNTY
CONTRACT FOR GOODS
DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC
(Invoice Dated 9/18/2025)

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** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Doggett Freightliner of South Texas LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall supply the County the goods described in the **Doggett Invoice dated 9/18/2025, Calvis Ranch Dump Bodies Invoice** [redacted] **and the Specification Proposal** all attached as **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.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with cooperative contract number TIPS# 230802. The not-to-exceed amount for the life of this contract shall be **One Hundred Seventy-Four Thousand Seven Hundred Fifty-Nine Dollars and Fifty-Two Cents ($174,759.52)**.

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.

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.

V.

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.

VI.

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.

VII.

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.

VIII.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

IX.

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.

X.

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.

XI.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XII.

No Assignment: Service Provider may not assign this Contract.

XIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

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.

XIX.

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 **Doggett Invoice dated 9/18/2025 and its attachment - Invoice No.** [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: TIPS#230802, incorporated by reference 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.

XX.

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___

Doggett Freightliner of South Texas LLC:

Dana Plumpe
Authorized Signature

Dana Plumpe
Printed Name

Date: October , 29 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 30 2025 **Time:** 11:07 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 31 2025 Time: 9:39 am

Exhibit "A"
Doggett Invoice dated 9/18/2025 and its attachment - Invoice No. [redacted]

DOGGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721
Bus: 512-389-0000
Fax: 512-389-2663

INV #:
DATE: 9/18/2025
INVOICE / BUYER'S ORDER

BUYER'S NAME				TELEPHONE	
WILLIAMSON COUNTY				512-942-3330	
ADDRESS		CITY	STATE	ZIP CODE	
1351 S. INNER LOOP STE B		GEORGETOWN	TX	78626	
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE	
2026	FREIGHTLINER	M2 112 / 12YD DUMP	TBD		

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

Disclaimer of Warranties

The above decribed vehicle sold by Freightliner of Ausitn is sold as is, without either express or implied warranties of any kind by Freightliner of Austin, including warranties of merchantability or fitness, and Buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle, unless a writte warranty by, or service contract with Freightliner of Austin covering the describe vehicle is delivered to Buyer in conjunction with or within 90 days following the time of sale,but such vehicle or any of its component parts may be subject to warranty by the manufacuter thereof.

MILEAGE:	
TIPS CONTRACT #230-802	
CHASSIS BASE MODEL PRICE	$116,106.52
OPTION CONTENT	$28,298.00
CALVIS RANCH DUMP BODIES	$25,125.00
13.5' SQUARE BOTTOM BED	
MANUAL SWING TAILGATE, 10" DUMP APRON	
ELECTRIC ARM TARP	
SPREADER BAR	
[redacted] 5YR/200K MI EXT WARRANTY	$3,840.00
[redacted] 5YR EXT WARRANTY	$1,390.00
BASED ON SPECS NA3910	

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

TRADE-IN

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN

		TOTAL	$174,759.52
PAYOFF TO:		(Trade Allowance)	($.00)
ADDRESS:		TRADING DIFFERENCE	$174,759.52
TELEPHONE:	FAX:	SALES TAX	$0.00
GOOD UNTIL:		DEALER'S INVENTORY TAX	$0.00
QUOTED BY:		LICENSE FEE	$0.00
SHOW LIEN TO:	Body Type:	DOCUMENTARY FEE	**$0.00**
ADDRESS:	License Wt.:	FEDERAL EXCISE TAX	$0.00
	State Insp.:	TOTAL SALE PRICE	$174,759.52
DATED:	LIEN AMOUNT $ License:	PAYOFF ON TRADE	$0.00
DRAFT FOR $	Title:	EXT. WARRANTY	$0.00
DRAFT THRU:	Transfer:	LESS DEPOSIT	$0.00
ADDRESS:		Total Balance Due	$174,759.52

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca contratio y quy aparezca en el contrato de venta . If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrrpairable, or flood damaged and that the emission systems hav not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale uni and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied.It is expressly agreed to and understood by Buyer and Seller that is the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

BUYER'S SIGNATURE: _____ **SELLER'S SIGNATURE:** _____ **DATE** _____

Calvis Ranch Dump Bodies
LLC
16782 IH 35 South
Atascosa, TX 78002 US
(210) 992-4221
[redacted]
***.Calvisranch.com

INVOICE

BILL TO
[redacted]
Doggett Freightliner Of South
Texas (DP)
1701 Smith Rd
Austin, Tx 78721

INVOICE [redacted]
DATE 09/17/2025
DUE DATE 10/17/2025
TERMS Net 30

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
15ft Square Dump Body	$17500.00 13.5 ft Installation, Subframe, Incab center control console -New cylinder, hydraulic tank, hoses and fluid -New PTO & Pump (price may change for Automatic) -LED lighting, Backup Alarm	1	17,500.00	17,500.00
Electric Bulletproof Tarp System	$2300.00 Brand: US Tarp Bullet Proof System (aluminum)	1	2,300.00	2,300.00
8" Channel Sideboards		1	1,350.00	1,350.00
Automatic PTO	$2300.00 PTO for Alisson Autmatic Transmission	1	2,300.00	2,300.00
Chip Plate	Chip Spreader 3/4 Plate	1	1,675.00	1,675.00

Description:
Year:
Make/Model:
Color:

SUBTOTAL	25,125.00
TAX	0.00
TOTAL	25,125.00
BALANCE DUE	$25,125.00

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-29M	M2 PRL-29M (EFF:MY26 ORDERS)
Data Version	
DRL-005	SPECPRO21 DATA RELEASE VER 005
Vehicle Configuration	
001-175	M2 112 PLUS CONVENTIONAL CHASSIS
004-226	2026 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1AD	FREIGHTLINER LEVEL I WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD 13000.0 lbs

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 40000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 53000.0 lbs
Truck Service	
AA3-004	END DUMP BODY
AF3-165	OX BODIES (TBEI)
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES 32.0 in
Engine	
101-3CY	DETROIT DD13 GEN 5 12.8L 450 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB/FT @ 975 RPM
Electronic Parameters	
79A-073	73 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79T-001	PTO MODE RPM INCREMENT - 25 RPM
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79W-008	ONE PTO SPEED VIA DASH SWITCH
79X-005	PTO SPEED 1 SETTING - 900 RPM
80A-008	ALTERNATE ROAD SPEED LIMIT - 10 MPH WITH PTO ENGAGED
80G-010	PTO MINIMUM RPM - 625
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
Engine Equipment	
99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
107-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR
131-013	AIR COMPRESSOR DISCHARGE LINE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-002	JACOBS COMPRESSION BRAKE
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
110-071	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH ESOC AND WATER-IN-FUEL INDICATOR
118-001	FULL FLOW OIL FILTER
120-998	NO COOLANT FILTER
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE
134-001	ALUMINUM FLYWHEEL HOUSING
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
Transmission	
342-1M3	ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Transmission Equipment	
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE
84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-011	WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID

Front Axle and Equipment

400-1EA	DETROIT DA-F-13.0-3 13,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
402-075	BENDIX ADB22X AIR DISC FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-004	FRONT DISC BRAKE ROTORS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS
536-050	TRW THP-60 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
620-1D8	13,300# TAPERLEAF FRONT SUSPENSION
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-1K3	MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
421-433	4.33 REAR AXLE RATIO
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING
386-074	MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
388-073	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF
87B-025	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5PMPH OR LESS, DISENGAGE W/IGN OFF
423-075	BENDIX ADB22X AIR DISC REAR BRAKES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-003	STANDARD BRAKE CHAMBER LOCATION
451-005	REAR DISC BRAKE ROTORS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-094	AIR DISC LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE

Rear Suspension

622-1HH	HENDRICKSON RT403 @40,000# REAR SUSPENSION WITH RT46 BEAMS
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
624-011	52 INCH AXLE SPACING
628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS
623-005	FORE/AFT CONTROL RODS

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS

Brake System

018-002	AIR BRAKE PACKAGE
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-015	AIR DRYER FRAME MOUNTED
460-001	STEEL AIR BRAKE RESERVOIRS
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
Trailer Connections	
481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE
Wheelbase & Frame	
545-447	4475MM (176 INCH) WHEELBASE
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
552-014	1900MM (75 INCH) REAR FRAME OVERHANG
55W-007	FRAME OVERHANG RANGE: 71 INCH TO 80 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) 110.63 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) 107.63 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL 281.1 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE 26.73 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE 56.51 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE 0.0 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
Chassis Equipment	
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
558-070	REMOVABLE FRONT TOW/RECOVERY DEVICE,STORED ON CHASSIS FRAME
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
Fifth Wheel	
578-998	NO FIFTH WHEEL
Fuel Tanks	
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH
218-006	25 INCH DIAMETER FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-998	NO FUEL/WATER SEPARATOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
093-1AX	MICHELIN XZE2 11R22.5 16 PLY RADIAL FRONT TIRES

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
094-2DE	MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL REAR TIRES
Hubs	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
502-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 6.18 INSET 2-HAND HD STEEL DISC FRONT WHEELS
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior	
829-072	112 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
678-001	LH AND RH GRAB HANDLES
646-045	MOLD-IN COLOR GRILLE
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-998	NO NOISE SHIELD-ENG COMPARTMENT
727-1AM	DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED
726-001	SINGLE ELECTRIC HORN
728-002	DUAL HORN SHIELDS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
302-047	LED AERODYNAMIC MARKER LIGHTS
311-998	NO DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED
Cab Interior	
055-017	PROFESSIONAL TRIM PACKAGE
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"
70K-016	CARBON WITH BASE BLACK ACCENT
706-013	MOLDED DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
720-002	2-1/2 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-998	NO SECURITY DEVICE
657-1AN	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1004
78G-002	KEY QUANTITY OF 2
655-005	LH AND RH ELECTRIC DOOR LOCKS

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
740-998	NO MATTRESS
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
699-998	NO SEAT OPTIONS
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
845-011	FUEL FILTER RESTRICTION INDICATOR
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
73H-998	NO CAMERA/VIDEO/IMAGING SYSTEM
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
73B-998	NO LANE DEPARTURE WARNING SYSTEM
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-024	LEFTHAND/CENTER/RIGHTHAND OVERHEAD INSTRUMENT PANEL BLANK
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)
746-137	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
749-998	NO CB RADIO MOUNTING PROVISION
75W-998	NO MULTIBAND ANTENNA
78C-998	NO DIGITAL SATELLITE AUDIO RECEIVER ANTENNA
74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-133	FOUR EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO BETWEEN SEATS, BLUNTCUT
4C1-026	HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER
4C3-017	HARDWIRE SWITCH #3,ON/OFF LATCHING, 10 AMPS BATTERY POWER
4C4-017	HARDWIRE SWITCH #4,ON/OFF LATCHING, 10 AMPS BATTERY POWER
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR

Design

065-000	PAINT: ONE SOLID COLOR

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
963-003	STANDARD E COAT/UNDERCOATING

Prepared by:
[redacted]
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone :512-389-0000

Data Code	Description
Certification / Compliance	
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
Secondary Factory Options	
998-998	DEALER ACCEPTS RESPONSIBILITY FOR IN-SERVICE PDI INSPECTION

Other Factory Charges

RD1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM
PAT-025	STEEL, ALUMINUM, AND CHINA TARIFF IMPACT FEE 108/114 SD AND M2 106/112
R26-001	MY26 ESCALATOR
P73-2FT	STANDARD DESTINATION CHARGE

Extended Warranty

WAI-10V	[redacted]$0 DEDUCTIBLE 5 YEARS/200,000 MILES/322,000 KM FEX APPLIES
WAK-140	[redacted]RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX
WAG-074	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $750 CAP FEX APPLIES

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:
2025-1378428

Date Filed:
10/17/2025

Date Acknowledged:
10/17/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doggett Freightliner of South Texas, 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.

2026-058
New Freightliner M2 112 / 12YD Dump Truck

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:
2025-1378428

Date Filed:
10/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Doggett Freightliner of South Texas, 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.

2026-058
New Freightliner M2 112 / 12YD Dump Truck

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 Dana Plumpe, and my date of birth is [redacted].

My address is [redacted], [redacted] (city), TX (state), 78717 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of TX, on the 17 day of October (month), 20 25 (year).

Dana Plumpe
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **92.**

Meeting Date: 11/18/2025

Award of IFB #25IFB85 Aggregate Grades 3, 5, FS to Vulcan Construction Materials LLC for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #25IFB85 Aggregate Grades 3, 5, FS to Vulcan Construction Materials, LLC based on the lowest and best bid for the type of material.

Background

Williamson County sent out over eight hundred eighty-two (882) notifications with thirty-four (34) document takers and received four (4) vendor submissions. The initial term is for one (1) year, to initiate on the award date, with options for two (2) additional twelve (12) month renewals. After reviewing all the pertinent information, Road and Bridge Department staff recommends awarding the 25IFB85 Aggregate Grades 3, 5, and FS to Vulcan Construction Materials based on the lowest and best bid for the type of material. No Ensuing Agreement required, as this is for goods only. Origination ticket# 3585, funding source is 01.200.0210.003556. The department's point of contact is Kelly Murphy. The vendor is publicly traded, 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Bid Tabulation - All submittals

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 01:56 PM
Form Started By: Fernando Ramirez		Started On: 10/28/2025 11:31 AM
Final Approval Date: 11/10/2025		

October 27, 2025

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #25IFB85 – Aggregate Grades 3, 5, FS

After reviewing all the pertinent information, we have concluded that Vulcan Construction Materials, LLC submitted the overall lowest and best offer for the 25IFB85 bid, Aggregate Grades 3, 5, FS. I recommend to the Williamson County Commissioners Court that they award Vulcan Construction Materials, LLC the vendor for IFB #25IFB85.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Matt Williamson, PE
Director of Road & Bridge
Williamson County, TX

Company Name David-Tehoungue Ltd Co

BID SHEET Aggregate

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST DELIVERED
1	Aggregate, TxDot Item 302, Type E, Grade 3	1000	TON	$320.00
2	Aggregate, TxDot Item 302, Type E, Grade 5	7000	TON	$330.00
3	Aggregate, TxDot Item 302, Type E, Grade FS	6000	TON	$320.00

Greenville Enterprises LLC

BID SHEET Aggregate

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST DELIVERED
1	Aggregate, TxDot Item 302, Type E, Grade 3	1000	TON	$140.00
2	Aggregate, TxDot Item 302, Type E, Grade 5	7000	TON	$140.00
3	Aggregate, TxDot Item 302, Type E, Grade FS	6000	TON	$140.00

Heartland Quarries, LLC

BID SHEET Aggregates

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST DELIVERED
1	Aggregate, TxDot Item 302, Type E, Grade 3	1000	TON	$17.00
2	Aggregate, TxDot Item 302, Type E, Grade 5	7000	TON	$17.00
3	Aggregate, TxDot Item 302, Type E, Grade FS	6000	TON	$17.00

Vulcan Construction Materials, LLC

BID SHEET Aggregate

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST DELIVERED
1	Aggregate, TxDot Item 302, Type E, Grade 3	1000	TON	$ 99.99
2	Aggregate, TxDot Item 302, Type E, Grade 5	7000	TON	$ 97.99
3	Aggregate, TxDot Item 302, Type E, Grade FS	6000	TON	$ 96.08

Meeting Date: 11/18/2025

Approval of Contract #2026-085 for the Purchase of Caterpillar Model 150 15B Motor Grader from Holt Texas LTD dba Holt Cat for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Contract #2026-085 for the Purchase of Caterpillar Model 150 15B Motor Grader replacing UMG0609 from Holt Texas LTD dba Holt Cat for the total amount of $408,094.00 pursuant to Co-Op Sourcewell 011723-CAT and authorizing the execution of the agreement.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 and Origination ID# is 3617. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote - REDACTED

Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/10/2025 02:21 PM
Form Started By: Fernando Ramirez		Started On: 10/30/2025 09:25 AM
Final Approval Date: 11/10/2025		

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

WILLIAMSON COUNTY
CONTRACT FOR GOODS
BD HOLT CO DBA HOLT CAT
(Quote #: [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 CONTRACT FOR GOODS (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 **BD Holt Co DBA Holt Cat** (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.

Goods: Service Provider shall supply the County the goods described in the **Quote #**[redacted] attached as **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.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with cooperative contract Sourcewell# 011723-CAT. The not-to-exceed amount for the life of this contract shall be **Four Hundred Eight Thousand Ninety-Four Dollars and Sixty Cents ($408,094.00)**.

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.

IV.

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.

V.

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.

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

VI.

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.

VII.

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.

VIII.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

IX.

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.

X.

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.

XI.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XII.

No Assignment: Service Provider may not assign this Contract.

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

XIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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.

XVIII.

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 **Quote #** [redacted] marked as **Exhibit "A"**;
B. The purchasing cooperative Sourcewell# 011723-CAT, incorporated by reference and
C. Any Amendments agreed to by both parties.

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

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.

XIX.

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:	**BD Holt Co DBA Holt Cat:**
_____	Signed by: Jeffrey Wallace C13DE95060624FE
Authorized Signature	Authorized Signature
_____	Jeffrey Wallace
County Judge/Presiding Officer	Printed Name
Date: _____, _____ 20___	Date: October, 29 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Oct 30 2025 Time: 8:38 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 30 2025 Time: 11:02 am

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Exhibit “A”
Quote #[redacted]

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

DATE: Aug 13, 2025
QUOTE #[redacted]

WILLIAMSON COUNTY FLEET
[redacted]
3151 SE INNER LOOP
GEORGETOWN, TEXAS 78626

[redacted]

One (1) New Caterpillar Inc Model: 150 JOY Motor Graders with all standard equipment in addition to the additional specifications listed below

SALE PRICE	$381,642.00
EXT WARRANTY	Included
TOTAL PRICE	**$381,642.00**
SUB TOTAL	**$381,642.00**
TOTAL PURCHASE PRICE 150 MOTOR GRADER	**$381,642.00**

WARRANTY

Standard Warranty:	**12 Month/Unlimited Hours Total Machine**
Extended Warranty:	**84 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH**

Total List Price	**$602,529.00**
Sourcewell Discount 30%	**[$180,758.00]**
Adjusted Sales Price	**$421,771.00**
Prep and Assembly	**$1,250.00**
Delivery	**$450.00**
Extended Warranty	**$5,520.00**
Manuals Service and Maintenance	**$1,700.00**
Field Service 12 months total	**$1,100.00**
Holt Cat Discount to Wilco	**[$50,149.00]**
Total 150 Motor Grader Sales Price	**$381,642.00**
Add: Sitech Trimble Technology	**$26,452.00**
Total Sourcewell Purchase Price	**$408,094.00**

NOTES

Sourcewell # 011723-CAT
Specifications and List prices on pages 2 & 3

Delivery October 2025

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

DATE: Aug 13, 2025QUOTE #:Quote [redacted]

MACHINE SPECIFICATIONS

STOCK NUMBER: [redacted] **SERIAL NUMBER:** [redacted]

DESCRIPTION	REF.#	PRICE
150 15B MOTOR GRADER	[redacted]	$513,270.00
LANE 2 ORDER	0P-9002	$0.00
BLADE, 14' X 27" X 1"	243-6704	$2,720.00
MIRRORS, OUTSIDE MOUNTED	233-3295	$650.00
WEATHER, STANDARD	353-3316	$0.00
PRECLEANER, NON SY-KLONE	380-6774	$0.00
GLOBAL ARRANGEMENT	385-9294	$0.00
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330	$1,861.00
LIGHTS, SERVICE, INTERNAL	380-3070	$257.00
ENGINE, TIER IV	567-4688	$0.00
SEAT BELT	394-1492	$0.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	$0.00
DRAIN, HIGH SPEED, ENGINE OIL	501-1163	$380.00
COOLANT, 50/50, -35C (-31F)	469-8157	$0.00
TANK, FUEL, STANDARD	540-2373	$0.00
GUARD GP, HITCH	323-6970	$0.00
HEADLIGHTS,FRONT, LOW, HALOGEN	308-9370	$855.00
GUARD, TRANSMISSION	366-2459	$4,520.00
FUEL ANTIFREEZE, -25C (-13F)	0P-3978	$0.00
CIRCLE SAVER	521-3250	$318.00
CONTROL,AUTO ARTICULATION-DEMO	483-2354	$0.00
LIGHTS, ROADING, HALOGEN	421-7810	$0.00
ACCUMULATORS, BLADE LIFT	358-9338	$6,200.00
DECALS, ENGLISH (U.S.)	442-9940	$0.00
CAB, PLUS (INTERIOR)	397-7457	$4,000.00
PUSH PLATE, COUNTERWEIGHT HD	367-6842	$7,500.00
STARTER, ELEC, EXTREME DUTY	395-3547	$540.00
ROLL ON-ROLL OFF	0P-2265	$405.00
BASE + 1 (RIP)	385-8094	$3,050.00
LIGHTS, WORKING, PLUS, HALOGEN	395-1967	$1,370.00
TIRES, 17.5R25 BS VKT * D2A MP	252-0775	$13,100.00
RIPPER ARRANGEMNT	637-6813	$27,020.00
LIGHTS, ARM, FOLD DOWN	536-9969	$2,500.00
FAN, STANDARD, TND	542-4660	$0.00
CAB, PLUS (STANDARD GLASS)	385-9554	$1,470.00
STORAGE PROTECTION	0P-2918	$0.00
JOYSTICK CONTROLS, ADVANCED	458-8701	$2,685.00
CUTTING EDGE, 14' BLADE	233-7143	$384.00
END BITS, OVERLAY	233-7160	$490.00
REAR CAMERA INTEGRATED DISPLAY	641-6876	$0.00
PRODUCT LINK, DUAL PLE783	647-9137	$574.00
TOP ADJUST DRAWBAR	657-8163	$0.00

Docusign Envelope ID: BAF18C3F-57C0-4F91-8315-AD86E51CDA4F

DESCRIPTION	REF.#	PRICE
CAT GRADE ARO, TOP ADJUST	657-8173	$6,410.00
150 CPM	646-7615	$0.00

Total List Price of 150 Motor Grader **$602,529.00**

STANDARD EQUIPMENT

POWERTRAIN -Air cleaner, dual stage dry type radial -seal with service indicator and -automatic dust ejector -Air-to-air after cooler (ATAAC) -Belt, serpentine, automatic tensioner -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, Automatic -Drain, engine oil, ecology -Electronic over-speed protection -Parking brake, multi-disc, sealed and -oil cooled. -Sediment drain, fuel tank. -Transmission, 8 speed forward and -6 speed reverse, power shift, direct -drive -VHP Plus (Variable Horse Power Plus) -

ELECTRICAL -Alarm, back-up -Alternator, 150 ampere, sealed -Batteries, maintenance free, heavy -duty, 1125 CCA -Breaker panel, ground accessible -Electrical hydraulic valves -Electrical system, 24V -Grade control ready (Cab harness, -software, electrical hydraulic valves, -bosses and brackets) -Lights, reversing -Lights, roading, roof-mounted, -stop and tail, LED -Starter, electric

OPERATOR ENVIRONMENT -Air Conditioning with heater -Articulation, automatic return to center -Centershift pin indicator -Display, digital speed and gear -Doors, left and right side with wiper -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, -and hydraulic oil temp, DEF/AdBlue) -Joystick, adjustable armrests -Joystick gear selection, hydraulic -power steering hydraulic controls -(right/left, blade lift w/ float -position, blade sideshift and tip, -circle drive, centershift, front wheel -lean and articulation and steering) -Lights, night time cab -Messenger operator information system -Meter, hour, digital -Mirror, inside rearview, wide angle -Power Port, 12V -Radio Ready, Entertainment -ROPS cab, sound suppressed -69dB(A) - ISO 6394 -Seat,cloth-covered, comfort suspension -Storage area for cooler/lunchbox -Throttle control, electronic -Windows laminated glass: --Fixed front with intermittent wiper --Door with intermittent wipers (3) -Windows tempered: --Left and right side wipers --Rear with intermittent wiper -Cab storage -

SAFETY AND SECURITY -Clutch, circle drive slip -Doors, 2 engine compartment, (two left -hand, two right hand) locking -Doors, 2 service, left and right locking -Ground level engine shutdown -Hammer (emergency exit) -Horn, electric -Lockout, hydraulic implement (for -roading and servicing) -Seat belt, retractable 76.2 (3") -Secondary steering -Tandem walkway/guards

TIRES, RIMS, AND WHEELS -A partial allowance for tires on -254mm x 609.6mm (10" x 24") multi-piece -rims is included in the base machine -price and weight.

FLUIDS -Antifreeze -Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT -Accumulators -brake -dual certified -Drawbar,6 shoe w/replaceable wear strips -Fluid check, ground level -Fuel tank, 398 liters (105 gallon) -Ground level fueling -DEF/AdBlue Tank, 21 liters (5.5 gallon) -Hydraulic lines for base functions -Pump, hydrailic, high capacity -(98cc / 15 cu in) -Radiator, cleanout access -(both sides with swing doors) -SOS ports -engine -hydraulic --transmission -coolant -fuel -Tool box -Debris guard -

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:
2025-1382686

Date Filed:
10/29/2025

Date Acknowledged:
10/30/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Holt Texas, LTD. DBA Holt Cat
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2026-085
Caterpillar Model 150 15B Motor Grader

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Holt, Peter John	San Antonio, TX United States	X	
Holt-Richter, Corinna	San Antonio, TX United States	X	
Kell, Jeffrey	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:
2025-1382686

Date Filed:
10/29/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Holt Texas, LTD. DBA Holt Cat
San Antonio, TX United States

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Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-085
Caterpillar Model 150 15B Motor Grader

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Holt, Peter John	San Antonio, TX United States	X	
Holt-Richter, Corinna	San Antonio, TX United States	X	
Kell, Jeffrey	Georgetown, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jeffrey Wallace, and my date of birth is [redacted].

My address is [redacted] (city), TX (state), 78222 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 29th day of October (month), 2025 (year).

Signed by:
Jeffrey Wallace
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **94.**

Meeting Date: 11/18/2025

CR 110N - THC Antiquities Permit Application

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 110 North project, a 2023 Road Bond project in Commissioner Precinct 4.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on CR 110 North project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission. Project: P695.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 110N - THC Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:25 AM
Form Started By: Ragan Riggs		Started On: 11/11/2025 12:48 PM
Final Approval Date: 11/12/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Proposed CR 110 Expansion Project
County (ies) Williamson
USGS Quadrangle Name and Number *Round Rock, TX* (30097-E5)
UTM Coordinates Zone 14 E 632232 N 3387361
Location Central Texas
Federal Involvement ❑ Yes ✓ No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Steven Snell
Address 710 Main Street. Suite 101
City/State/Zip Georgetown, TX 78226
Telephone (include area code) 512-943-1550 Email Address steve.snell@wilcotx.gov

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor Williamson County (see above)
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Steven Sarich
Affiliation Tetra Tech
Address 8911 Capital of Texas Hwy., Ste 2310
City/State/Zip Austin, TX 78759
Telephone (include area code) (512) 645-6236 Email Address steven.sarich@tetratech.com

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork November 19, 2025
Requested Permit Duration 3 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Prepare Research Design and Maps; Perform an Intensive Cultural Resources Survey with Shovel Testing of the APE; Prepare a Report of Findings, and Fulfill Curation Requirements under the Antiquities Code

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Tetra Tech facilities
Permanent Curatorial Facility Center for Archeological Studies, Texas State University, San Marcos, TX

IV. LAND OWNER'S CERTIFICATION

I, Steven Snell, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, Steven Snell, as legal representative of the Sponsor, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Steven Sarich, as Principal Investigator employed by Tetra Tech (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 11-5-2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

Research Design
An Intensive Archeological Survey of the Proposed CR 110 Expansion Project
Williamson County, Texas
November 2025

Introduction

Williamson County proposes to expand County Road (CR) 110 in Williamson County, Texas (Project; **Figure 1**). Because the Project owner is Williamson County, a subdivision of the state of Texas, the Project must comply with the Antiquities Code of Texas (Tex. Nat. Res. Code Title 9, Ch. 191 § 191.001; ACT). To facilitate compliance with the ACT, Tetra Tech has been contracted to prepare and submit this permit application packet, which includes this research design, and to conduct an intensive archeological survey of the Area of Potential Effects (APE) before the construction of the proposed Project.

Description of the APE

The Project is located near Georgetown, Williamson County, Texas (**see Figure 1**). The proposed road facility will be a new two-lane road with a center turn lane, curb, gutter on the inside shoulder, and one uncurbed outside shoulder. The Project will cross the Mankins Branch Creek and agricultural parcels. The proposed facility will be connected to the existing Bell Gin Road/CR 110 intersection at its southern end and the existing Sam Houston Avenue/Patriot Way intersection at its northern end. The Project extends approximately 0.97 miles (mi) long and measures 150 to 241 feet (ft) in width. It encompasses approximately 18.5 acres of new right-of-way and approximately 6.5 acres of new drainage easement. Depth of impact extends no more than three ft throughout the majority of the Project, though depth of impact within the existing right-of-way along Sam Houston Avenue extends to approximately 4.5 ft (**Figure 2**).

Environmental, Geologic, and Soil Setting

The underlying geology within the APE is mapped as Austin Chalk (Kau). This Cretaceous-age formation is characterized as predominantly chalk and marl, with an average composition of approximately 85 percent calcium carbonate. (Bureau of Economic Geology 1992; **Figure 3)**.

According to the United States Department of Agriculture (USDA) Natural Resources Conservation Services Web Soil Survey (2025), soils within the APE are mapped as Austin-Whitewright complex, 2 to 6 percent slopes, eroded (AwD3); Austin silty clay, 1 to 3 percent slopes (AsB); Houston Black clay, 1 to 3 percent slopes (HoB); Eddy very gravelly clay loam, 3 to 8 percent slopes (EyD); and Castephen silty clay, 3 to 5 percent slopes (CaC). A short description of each soil series is presented below (**Figure 4**).

- The Austin series is characterized as silty clay soils formed on ridges derived from calcareous clayey residuum weathered from chalk.
- The Whitewright series is characterized as silty clay loam soils overlaying shallow bedrock formed on ridges, derived from residuum weathered from the Austin Chalk formation.
- The Houston series is characterized as clayey soils formed on ridges, derived from clayey residuum weathered from Cretaceous-age calcareous mudstone.
- The Eddy series is characterized by very gravelly clay loam overlaying shallow bedrock formed on ridges. It is derived from calcareous loamy residuum weathered from chalk.
- The Castephen series is characterized as silty clay and paragravelly silty clay overlaying shallow bedrock formed on ridges, derived from calcareous loamy residuum weathered from chalk.

Previously Recorded Cultural Resources and Investigations

Tetra Tech cultural resource personnel conducted a desktop literature and archives assessment for the proposed Project to determine whether previously recorded cultural resources are located within or adjacent to the APE or within a 1.6-kilometer (km) (one-mi) radius of the APE. This assessment included a review of the 2025 Texas Historical Commission's (THC) Texas Historic and Archeological Sites Atlas (Atlas) which provided information related to the location of previously conducted archeological investigations and recorded archeological sites, cemeteries, properties currently listed or eligible for listing on the National Register of Historic Places (NRHP) (i.e., historic properties), Recorded Texas Historic Landmarks (RTHL), and State Antiquities Landmarks (SAL) that the Project may impact. Other archival documents, including historic topographic maps from the 2025 USGS TopoView collection, were also examined to identify historical structures or features mapped within or near the APE.

The APE was also overlaid on the 2025 Hybrid Potential Archeological Liability (HPALM) map data for Williamson County. The HPALM was developed by the Texas Department of Transportation (TxDOT) to aid users in the pre-construction consultation phase by providing a predictive integrity model showing low, moderate, or high geographic zones (scaled 1 to 9) with the potential for the preservation of archeological sites with reasonable integrity in both shallow (<1 m in depth) and deep (>1 m in depth) contexts.

The THC Atlas search did not identify any archeological sites or cemeteries within the proposed CR 110 Expansion APE (**Figure 5**)**.** Additionally, no properties listed or eligible for listing on the NRHP are located within the Project area. Six archeological sites are mapped within 1.6 km (one-mi) of the APE. Three of these sites are recorded as precontact artifact scatters, two as historic artifact scatters, and one as a multicomponent artifact scatter (THC 2025). All sites were determined to be ineligible or have undetermined eligibility for NRHP listing. These sites are presented in **Table 1** below.

Table 1. **Previously recorded archeological sites within one mi of the APE.**

Site Number	Site Type	NRHP Eligibility	Distance and Direction from APE
41WM1019	Multicomponent Scatter	Ineligible	0.63 km (0.39 mi) northeast
41WM1018	Precontact Scatter	Ineligible	0.47 km (0.29 mi) northeast
41WM1397	Precontact Scatter	Ineligible	0.36 km (0.22) east
41WM1396	Precontact Scatter	Ineligible	0.66 km (0.41 mi) east
41WM1300	Historic Scatter	Undetermined	1.4 km (0.86 mi) west
41WM1340	Historic Scatter	Ineligible	1.56 km (0.96 mi) southeast

Four previous investigations are mapped within the APE. Two of these linear surveys overlap the northern extent of the Project area and were conducted by American Archeology Group in 2010 and Atkins in 2019, respectively. The remaining two linear surveys, which overlap the southern extent of the Project area, were conducted by Blanton & Associates, Inc. in 2014 and Terracon Consultants, Inc. in 2015, respectively. One additional survey, conducted in 2004 by PBS&J, is located adjacent to the east. Seven additional previous investigations have been conducted within 1.6 km (one-mi) of the Project but do not intersect the APE. No sites were recorded within the APE as a result of these investigations. An overview of each investigation is presented in **Table 2** below.

Table 2. Previous archeological investigations within one mi of the APE.

Investigating Firm	Type of Investigation	Year of Investigation	Distance and Direction from APE	Atlas Number
American Archeology Group	Survey	2010	Within APE	8500020244
Atkins	Survey	2019	Within APE	8500081676
Blanton & Associates, Inc.	Survey	2014	Within APE	8500079998
Terracon Consultants, Inc.	Survey	2015	Within APE	8500081100
PBS&J	Survey	2004	East Adjacent	8500015032
Terracon Consultants, Inc.	Survey	2017	0.86 km (0.53 mi) east	8500080421 / 8500080419
Pape-Dawson	Survey	2017	1.27 km (0.78 mi) east	8500080491
Pape-Dawson	Survey	2015	1.41 km (0.87 mi) east	8500068838
PBS&J	Survey	2001	0.98 km (0.60 mi) northeast	8400010700
SWCA	Survey	2009	0.69 km (0.42 mi) northeast	8500016078
PBS&J	Survey	2004	0.61 km (0.37 mi) northeast	8500012160

Historical standing structures research was conducted using the United States Geological Survey TopoView (2024). The 1925 *Georgetown 4-d, TX* (1:48,000) topographic quadrangle shows one structure adjacent to the southernmost extent of the APE, and the 1928 *Round Rock, TX* (1:62,500) topographic quadrangle shows two structures in the same location. The 1949 *Round Rock, TX* (1:62,500) topographic quadrangle also depicts one structure adjacent to the southernmost extent of the APE and one structure adjacent to the western edge of the APE (USGS 1925, 1928, 1949). Though structures are mapped adjacent to the APE, no historic structures are mapped within the APE. Additionally, no previously identified historic properties listed on or eligible for listing on the NRHP are located within or adjacent to the APE.

One cemetery, Evangelical Free Church cemetery, is located approximately 300 meters (m) (984 ft) south of the APE (THC 2025). No impacts to the cemetery are anticipated.

The HPALM (TxDOT 2025) indicates that the APE is predominantly located within an area of moderate potential (score 5) for preserving sites with reasonable integrity in both shallow and deeply buried contexts. The central portion of the APE intersects two small zones with high shallow and moderate deeply buried potential (score 8). One small zone at the southern extent of the APE has low preservation potential in both shallow and deeply buried (score 1). The northernmost extent of the APE is mapped as having moderate shallow potential and low deeply buried preservation potential (score 4; **Figure 6**).

Survey Methods

The archeological survey aims to determine if cultural materials are present within the APE. If cultural materials are present within the APE, a qualified archeologist or group of archeologists will make a reasonable effort to determine the horizontal and vertical extent of those materials, determine the general cultural affiliation of those materials, and document any historic standing structures within the APE.

The field survey will consist of a 100 percent pedestrian survey supplemented with shovel testing of the 18.5 acres of new right-of-way and approximately 6.5 acres of new drainage easement within the overall APE. According to the Council of Texas Archeologists (CTA) Intensive Terrestrial Survey Guidelines (2020), at a minimum, shovel tests will be excavated to the lesser of: the bottom of Holocene deposits in depositional areas; subsoil in upland areas; or a minimum depth of 80 centimeters below surface. As a linear project, the survey will require at least one transect for every 30 m of width or fraction thereof. At least one ST is required per 100 linear m of each transect (equivalent to at least 16 shovel tests per mi). Exceptions to standard shovel testing include, but are not limited to: upland or erosional settings with exposed bedrock; on slopes greater than 20 percent (approximately 11 degrees); and in settings with evidence of ground disturbance. All exceptional areas will be clearly documented by photographs along with clear written documentation by the qualified surveying archeologist(s). Additional shovel tests that exceed the minimum standard may be excavated depending on field observations.

All shovel tests will be excavated to a minimum diameter of 30 centimeters (approximately one foot). Vertical control will be maintained throughout to document any subsurface artifacts or features fully. Standardized excavation documentation will be maintained, including excavation location, soil/sediment division depth, shovel test terminal depth, justification for termination, soil/sediment color, soil/sediment texture, and soil/sediment inclusions, if present. Each shovel test location will be recorded with a Global Positioning System device using a regional-specific coordinate system.

Archeological site definition will include at least three aggregated diagnostic or non-diagnostic artifacts, a single significant diagnostic artifact, or a single archeological feature greater than 50 years of age. In cases where artifacts are identified subsurface during shovel testing, sites will be defined based on iterative cruciform testing at intervals of no greater than 15 m surrounding the initial positive test, until two consecutive negative shovel tests are identified in each iterative cruciform direction. Site boundary definition will be mapped by the terminal defining tests of the cruciform testing, Project limits (i.e., APE extent), or topographic limits (e.g., landform boundaries, significant slope, streams). Assessment of factors, including landforms, streams, potential disturbance to shallow components, buried utilities, and Project limits (i.e., APE extent), will be used to constrain the site boundary before excavating additional trenches. In cases where a site is only observed on the surface, site definition will be based on the horizontal observable surface expression of artifacts and/or features. An isolated find will include any cultural materials that do not meet the criteria of a site (i.e., less than three aggregated artifacts, no significant diagnostic artifact, or no archeological feature greater than 50 years of age). Sites and isolated finds will be mapped, photographed, and described via clear written documentation.

Collection Protocol

This is a non-collection investigation. Identified artifacts and features will be digitally recorded on standardized data collection forms and thoroughly photographed, including detailed attribute and contextual photographs. In the event of potentially highly significant artifacts or features, the surveying archeologists will stop work and consult with Williamson County and the THC regarding the best course of action for protection and documentation.

Human Remains Protocol

The treatment of human remains is regulated under multiple federal and state laws and guidelines, including:

- The Archeological Resources Protection Act of 1979, as amended (16 USC 470aa-mm)
- The Curation of Federally Owned and Administered Archeological Collections (36 CFR § 79)
- The Native American Graves and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10)
- The Texas Health and Safety Code, Title 8, Subtitle C, § 711
- The Texas Administrative Code, Title 13, § 2
- The Texas Penal Code (Regarding theft: TPC Title 7, Ch.31 § 31.03; Regarding abuse of a corpse: TPC Title 9, Ch. 42 § 42.08

In the event of an unanticipated discovery of human remains or an anticipated discovery of human remains, all work activity will be stopped. In the event of an unanticipated discovery, the local police will be notified, a representative of the local or county Coroner's Office will be contacted, and a representative of the THC will be informed. A qualified osteoarcheologist will then analyze the findings and provide recommendations for further work. In the event of an anticipated discovery of human remains, a representative of the THC will be contacted and, in conjunction with a qualified osteoarcheologist, an appropriate research design will be developed to treat the human remains appropriately. In cases of non-historical human remains, the local police will be contacted.

Reporting Protocol

Tetra Tech will prepare a report of the archeological investigation. The report will follow guidelines outlined in Chapter 26 of the THC's Rules of Practice and Procedures and the CTA's Guidelines for Cultural Resource Reports (2024). This draft will include a summary of the Project and the Project triggers, the environmental setting, a regional cultural history, the survey methodology, the survey results, and Project-specific recommendations for additional work. A draft of the survey report will be sent to Williamson County for review before submission to the THC. Tetra Tech will provide the draft cultural resource report in electronic format (.pdf and Word) and incorporate up to one round of revisions to the report before submitting the draft report to the THC for the 30-day review. After addressing any comments received from the THC, a final report will be uploaded in electronic format (.pdf) along with a completed Abstract Form. Additionally, the Project area shapefiles will be submitted to the THC, and Tetra Tech will complete the other requirements of the ACT permit to close it out. Site forms and boundaries will be forwarded to the Texas Archeological Research Laboratory to obtain a unique Smithsonian trinomial and incorporated into the report.

Curation Protocol

Tetra Tech will arrange for all appropriate curation, both temporary and permanent, of items including artifacts, data, and other material based on the provisions outlined in the Texas Natural Resources Code Title 9, Chapter 191 § 191.058.

Temporary Curatorial Facility:
Tetra Tech
8911 N Capital of Texas Highway
Suite #2310
Austin, Texas 78759

Permanent Curatorial Facility:
Center for Archaeological Studies
601 University Dr
San Marcos, TX 78666

See Appendix A for Project figures.

References Cited

Bureau of Economic Geology
1992 Geologic Map of Texas. (V. E. Barnes, Ed.) Austin, Texas: University of Texas at Austin.

Council of Texas Archeologists
2020 *Intensive Terrestrial Survey Guidelines*. Electronic Document, CTA Intensive Survey Standards.pdf, accessed November 7, 2025.
2024 *Guidelines and Standards for Reports*. Archeological Sites and Cemeteries Toolkit. Electronic Document, CTA Report Standards_April 2024.pdf, accessed November 7, 2025.

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2025 *Hybrid Potential Archeological Liability Maps-Austin District*. Archeological Sites and Cemeteries Toolkit. Electronic Document, https://www.txdot.gov/business/resources/environmental/compliance-toolkits/archeological-sites-cemeteries.html, accessed November 7, 2025.

Texas Historical Commission (THC)
2025 Texas Archeological Sites Atlas. Electronic Document, https://atlas.thc.state.tx.us/Map, accessed November 7, 2025.

United States Department of Agriculture (USDA)
2025 *Web Soil Survey.* Natural Resources Conservation Service. Electronic Document, https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx, accessed November 7, 2025.

United States Geological Survey (USGS)
1925 *1925 Georgetown 4-d, TX* Topographic Quadrangle. United States Department of the Interior. Geological Survey Map, 1 sheet, scale 1:48,000. Electronic Document, https://ngmdb.usgs.gov/topoview/viewer/, accessed November 7, 2025.
1928 *Round Rock, TX* Topographic Quadrangle. United States Department of the Interior. Geological Survey Map, 1 sheet, scale 1:62,500. Electronic Document, https://ngmdb.usgs.gov/topoview/viewer/, accessed November 7, 2025.
1949 *Round Rock, TX* Topographic Quadrangle. United States Department of the Interior. Geological Survey Map, 1 sheet, scale 1:62,500. Electronic Document, https://ngmdb.usgs.gov/topoview/viewer/, accessed November 7, 2025.

APPENDIX A: PROJECT FIGURES

WILLIAMSON COUNTY

WILLIAMSON COUNTY

COUNTY ROAD 110
BELL GIN ROAD TO PATRIOT WAY/SAM HOUSTON AVE.
WILLIAMSON COUNTY, TEXAS

Figure 1
Project Location

Legend

- Existing ROW
- Existing Easement
- Proposed Easement
- Proposed ROW

N

Scale: 1:24,000

0 1,000 2,000 4,000 Feet

Sheet 1 of 1

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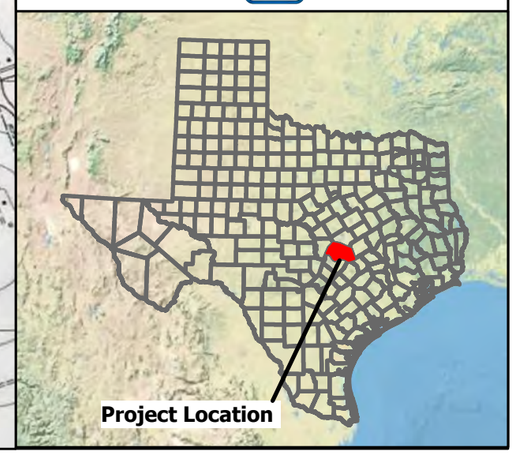
Prepared by: TETRA TECH



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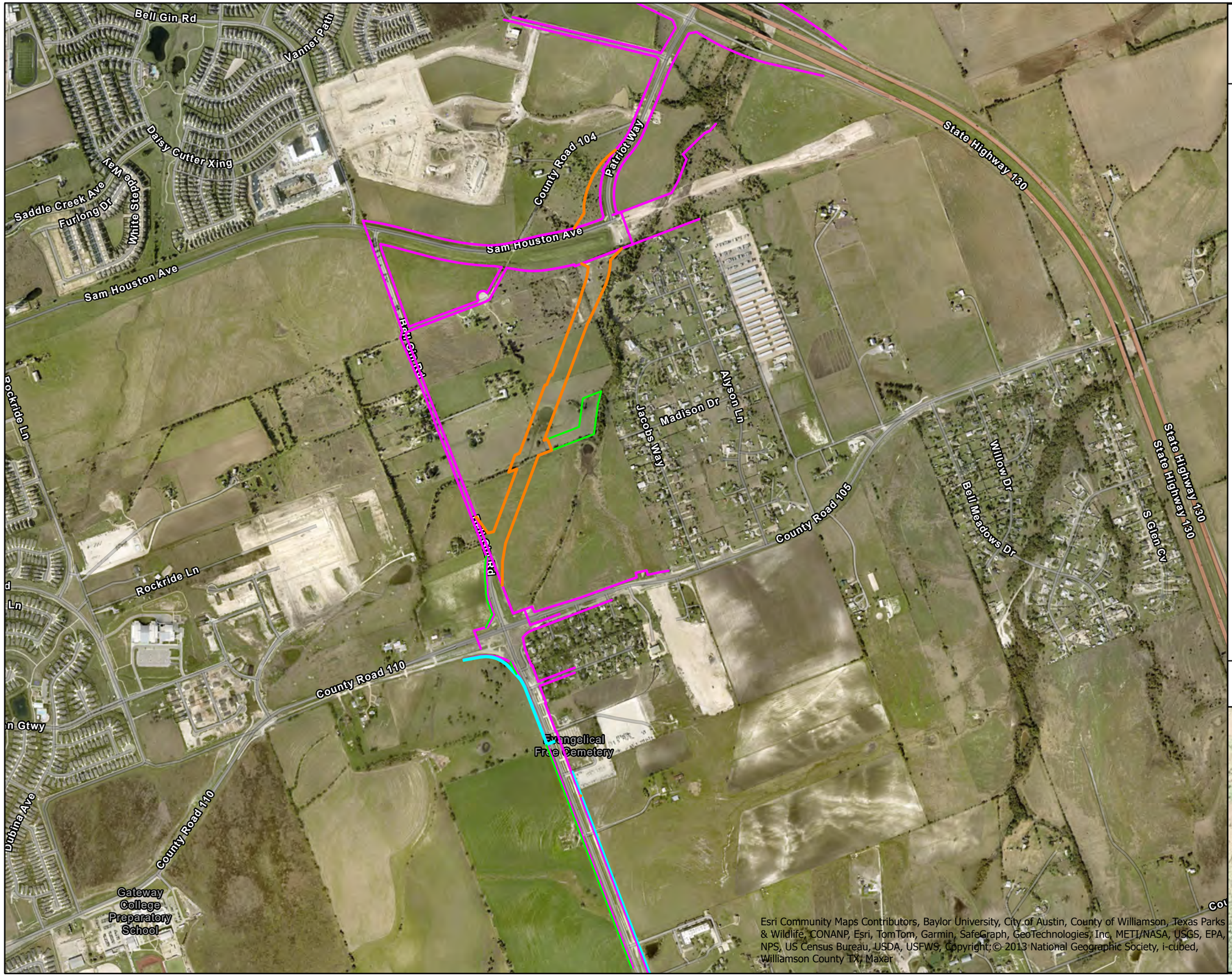

WILLIAMSON COUNTY

WILLIAMSON COUNTY

COUNTY ROAD 110
BELL GIN ROAD TO PATRIOT WAY/SAM HOUSTON AVE.
WILLIAMSON COUNTY, TEXAS

Figure 2
Project Detail

Legend

- Existing ROW
- Existing Easement
- Proposed Easement
- Proposed ROW

N

Scale: 1:12,000

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Sheet 1 of 1

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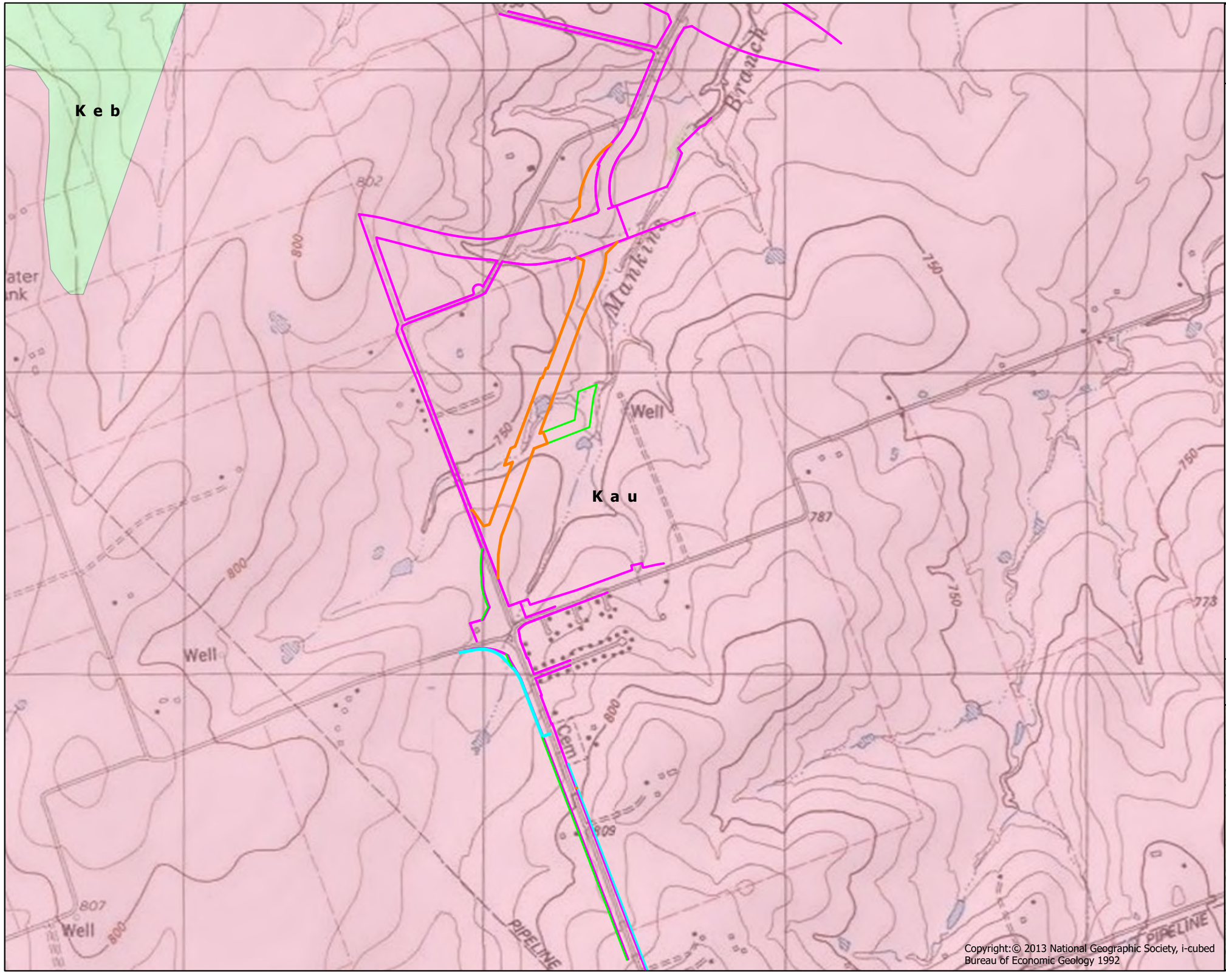
Prepared by: TETRA TECH



WILLIAMSON COUNTY

WILLIAMSON COUNTY

COUNTY ROAD 110
BELL GIN ROAD TO PATRIOT WAY/SAM HOUSTON AVE.
WILLIAMSON COUNTY, TEXAS

Figure 3
Underlying Geology

Legend

- Existing ROW
- Existing Easement
- Proposed Easement
- Proposed ROW

Geologic Unit

- Austin Chalk (Kau)
- Eagle Ford Formation and Buda Limestone, undivided (Keb)

N

Scale: 1:12,000

0 500 1,000 2,000 Feet

Sheet 1 of 1

Project: 212IC-HN-02967
Date: 8/2/2024 10:25 AM

Prepared by: TETRA TECH

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Bureau of Economic Geology 1992

WILLIAMSON COUNTY

WILLIAMSON COUNTY

COUNTY ROAD 110
BELL GIN ROAD TO PATRIOT WAY/SAM HOUSTON AVE.
WILLIAMSON COUNTY, TEXAS

Figure 4
Mapped Soils

Legend

- Existing ROW
- Existing Easement
- Proposed Easement
- Proposed ROW

Soil Units

- Austin silty clay, 0-1% slopes (AsA)
- Austin silty clay, 1-3% slopes (AsB)
- Austin-Whitewright complex, 2-6% slopes (AwD3)
- Brackett association, 1-8% slopes (BktD)
- Castephen silty clay, 1-3% slopes (CaB)
- Castephen silty clay, 3-5% slopes (CaC)
- Eddy very gravelly clay loam, 3-8% slopes (EyD)
- Houston Black clay, 3-5% slopes, moderately eroded (HoB)
- Houston Black clay, 3-5% slopes, moderately eroded (HoC2)
- Water (W)
- Whitewright silty clay loam, 1-5% slopes (WhC)

N

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Sheet 1 of 1

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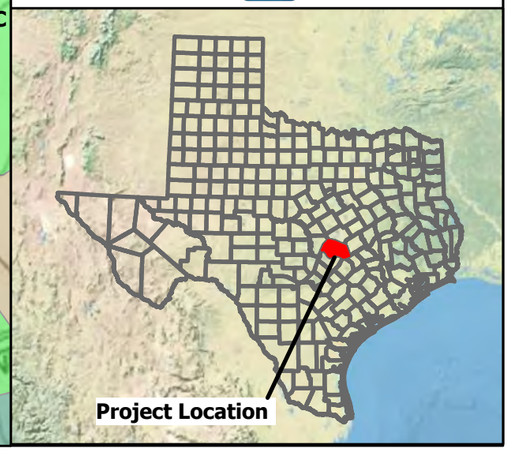
Prepared by: TETRA TECH



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United States Department of Agriculture Web Soil Survey 2024

WILLIAMSON COUNTY

WILLIAMSON COUNTY

COUNTY ROAD 110
BELL GIN ROAD TO PATRIOT WAY/SAM HOUSTON AVE.
WILLIAMSON COUNTY, TEXAS

Figure 6
Hybrid Potential Archeological Liability Map

Legend

- Existing ROW
- Existing Easement
- Proposed Easement
- Proposed ROW

HPALM Score

- 0-Negligible Potential
- 1-Low Shallow (<1m), Low Deep (>1m) Potential
- 2-Low Shallow, Moderate Deep Potential
- 4-Moderate Shallow, Low Deep Potential
- 5-Moderate Shallow, Moderate Deep Potential
- 8-High Shallow, Moderate Deep Potential
- 9-High Shallow, High Deep Potential

N

Scale: 1:12,000

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Sheet 1 of 1

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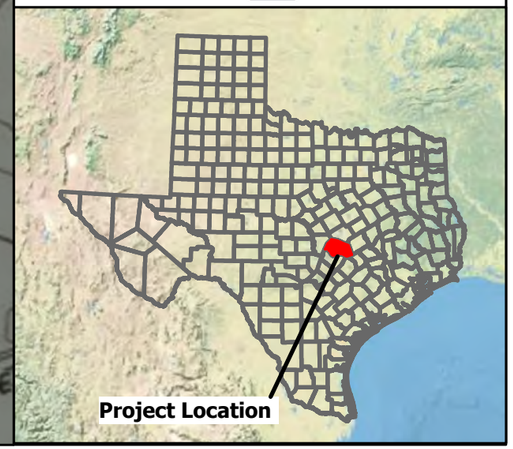
Prepared by: TETRA TECH



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Texas Department of Transportation 2024 Hybrid Potential Archeological Liability Maps-Austin District.

Commissioners Court - Regular Session **95.**

Meeting Date: 11/18/2025

CR 258 (Seward Junction Loop to CR 258 Extension) – Joint Use Agreement with City of Georgetown

Submitted By: Julissa Romero, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Joint Use Agreement with the City of Georgetown that allows access to the County for both roadway and utility construction on the CR 258 (Seward Junction Loop to CR 258 Extension) Project, a Road Bond Project in Commissioner Precinct 2.

Background

The City of Georgetown has an existing easement and facilities within the CR 258 ROW limits. The Joint Use Agreement allows the County access for construction of both roadway and utility facilities.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR258_COG-JUA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:13 AM
Form Started By: Julissa Romero		Started On: 11/04/2025 08:40 AM
Final Approval Date: 11/12/2025		

Utility Joint Use Agreement

Roadway CR 258 (Sunset Ridge Dr) **Project** CR 258

From CR 258 Extension **To** Seward Junction Loop North

Project Letting Date November 2025

WHEREAS Williamson County proposes to make certain roadway improvements on that section of the above-indicated roadway; and

WHEREAS the City of Georgetown, ("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the roadway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both the roadway and utility purposes will be made of the area within the roadway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Agreement shall serve to modify or extinguish any compensable property interest vested in the Utility within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed roadway improvements or as part of Utility's future proposed changes to its own facilities, Utility agrees to notify the County at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, Utility agrees to notify the County promptly. If such alteration, modification or new construction is in conflict with the current roadway or planned future roadway improvements, or could endanger the traveling public using said roadway, the County shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the roadway facility and the traveling public using said roadway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If Utility's facilities are located along a controlled access roadway, Utility agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the roadway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the roadway right of way from any one or all access points. Where supports, manholes or other appurtenances of the Utility's facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the County to the Utility setting forth the conditions for policing and other controls to protect roadway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the Utility shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided the County is notified immediately when such repairs are initiated and adequate provision is made by Utility for the convenience and safety of roadway traffic. Except as expressly provided herein, the Utility's rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

_____	_____	HA___9/9/2025	
Initial	Date	Initial	Date
Williamson County		Utility	

If Utility's facilities are located along a non-controlled access roadway, the Utility's rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise the County of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date may, upon advance written notice to the County, be extended by Utility for delays caused by events outside Utility's control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the County or any other party with Utility's ability to proceed with the relocation, or any other event in which Utility has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of Utility. It is expressly understood that Utility conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that the County makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The Utility and the County, by execution of this Agreement, do not waive or relinquish any right that they may have under the law.

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY:

Utility:

City of Georgetown
Name of Utility

By: Hunter Anderson
Authorized Signature

_Hunter Anderson_____
Print or Type Name

Title: **Utility Project Manager**

Date: ___9/9/2025____

_____

_

_____ _____
Initial Date
Williamson County

HA____9/9/2025
Initial Date
Utility

WILLIAMSON COUNTY:

THE COUNTY OF WILLIAMSON

Executed and approved for the County of Williamson Texas for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Williamson County.

By: _____
Presiding Officer of the Williamson County Commissioners Court

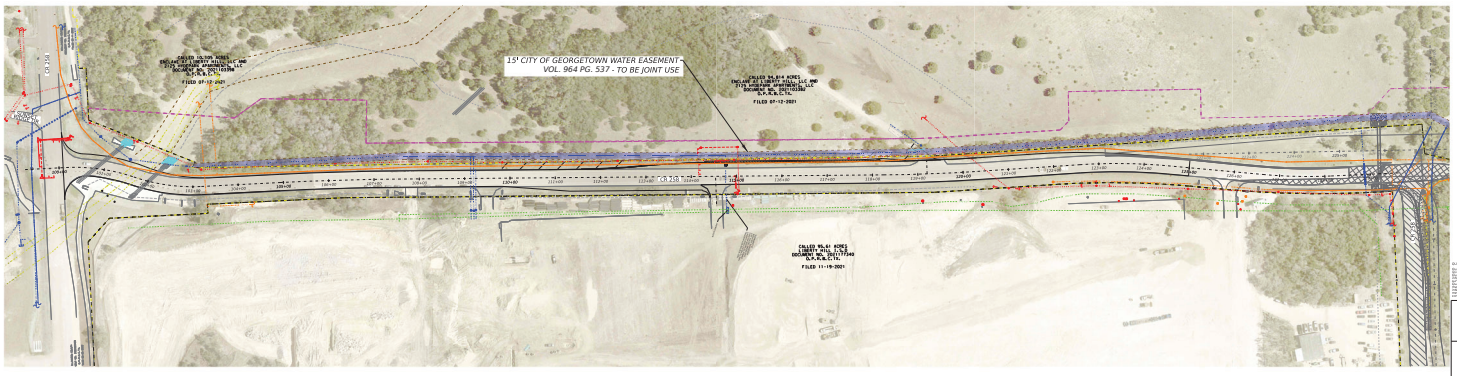
Date: _____

REVIEWED
By Harsha Shetty on 10/23/2025

CR 258 P665

REVIEWED
By Eddie Church, P.E. at 9:44 am, Oct 30, 2025

APPROVED
By Christen Eschberger at 8:28 am, Nov 10, 2025



SCALE IN FEET

LEGEND

EXISTING ROW
PROPOSED ROW
EXISTING EASEMENT
PROPOSED EASEMENT
WORK AREA OFFSITE
PARCEL BOUNDARY
PROPOSED DRAINAGE
CITY EXISTING EASEMENT

LVL B	LVL C/D
WATER	
254.1	253.0 / 252.0
254.1	253.0 / 252.0
254.1	253.0 / 252.0
254.1	253.0 / 252.0
254.1	253.0 / 252.0
254.1	253.0 / 252.0
	WATER ASBE

QUALITY LEVELS

Quality Level "B" Existing Records Utilities are plotted from Quality Level "B" Designating Information furnished by Quality Level "C" Field Visible Evidence Surveys. Quality Level "D" Unknown Utilities are plotted from Quality Level "C" Surface Visible Evidence.

Quality Level "A" Precise Three-dimensional horizontal and vertical location of utilities determined by excavation and exposing the utility. Information is shown on as-built plans, or other precise location methods. Quality Level "A" information is normally obtained during construction, utility relocations are performed to expose the utility.

WILCO

CobbFendley

TEXAS | REGISTERED ENGINEERING FIRM
LAND SURVEY | BELONGS HO., 2008700
8603 Wilshire Blvd, Suite 400
Austin, Texas 78731
512.837.7027 | TX F-12324/LS10012 | www.cobbfendley.com

CR 258 EXTENSION
CITY OF GEORGETOWN
WATER EASEMENT EXHIBIT

SHEET 1 OF 1

DESIGNED	DRAWN	CHK	DATE
JP	JP	TJH/JMW	12/2/25
SURVEYED	CHECKED	PROJECT	JOB NO.
N/A	TJH	258 EXT	25-0000
NO.	BY	DESCRIPTION	

Form FmHA-Tx 442-8
(Rev. 4-77)

VOL. 964 PAGE 537 #685

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

RIGHT OF WAY EASEMENT
(General Type Easement) 1497

KNOW ALL MEN BY THESE PRESENTS, that Herschell B. Gaddy (hereinafter called "Grantors"), in consideration of one dollar ($1.00) and other good and valuable consideration paid by Chisholm Trail Water Supply Corp., (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove potable water pipeline over and across 66.06 & 79.85 acres of land, more particularly described in instrument recorded in Vol. 538 #91, Page 348 388, Deed Records, Williamson County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantors have executed this instrument this 26th day of Sept., 1983

B. Manlove Survey
A-417

Herschell B Gaddy

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Herschell B. Gaddy known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26th day of Sept., 1983.

(Seal)

Notary Public in and for

Williamson County, Texas

OFFICIAL RECORDS
WILLIAMSON COUNTY TEXAS

Unofficial Document

964 PAGE 538

FILED FOR RECORD

1984 JAN 13 PM 3:29

James S. Boyleston

COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS · COUNTY OF WILLIAMSON

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Williamson County, Texas, as stamped hereon by me, on

JAN 16 1984

James S. Boyleston

COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

1477

Unofficial Document

Commissioners Court - Regular Session **96.**

Meeting Date: 11/18/2025

TXDoT AFA Amendment #1 for RM 2243

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advance Funding Agreement Amendment #1 with the Texas Department of Transportation for PS&E on RM 2243 from 183A to Southwest Bypass, in Williamson County, Texas.

Background

Funding Source: P722
There was a typo on the budget sheet of the original agreement – the allocation percentages were flipped.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Don Childs		Started On: 11/10/2025 03:29 PM
Final Approval Date: 11/12/2025		

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-41				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	RM 2243 – From 183A to Southwest Bypass				*AFA Not Used For Research & Development*	

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Program (STBG)
On-System

AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State", and the **County of Williamson**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the parties executed a contract on **02/20/2025** to effectuate their agreement to perform preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) for the conversion of a 2/4-lane divided to 6-lane divided road on RM 2243 from 183A to Southwest Bypass, in Williamson County Texas; and,

WHEREAS, it has become necessary to amend that contract in order to modify the text above the budget table to reflect 100% Federal funding and 0% Local Government funding shown in the budget table. The numbers were transposed in the previous agreement.;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

AGREEMENT

1. Attachment B, Project Budget, is deleted in its entirety and replaced with Attachment B-1, Project Budget, which is attached to and made a part of this Amendment. The total estimated cost of the Project amount did not change. The Federal funding participation percentage and Local Government funding participation percentage above the budget table is revised to match the percentages shown in the budget table. The numbers were transposed in the previous agreement.

All other provisions of the original contract are unchanged and remain in full force and effect.

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-41				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	RM 2243 – From 183A to Southwest Bypass				*AFA Not Used For Research & Development*	

Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	2103-01-041	AFA ID	Z00008025		CFDA No.	20.205
AFA CSJs	2103-01-041				CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50246			
Project Name	RM 2243 – From 183A to Southwest Bypass				*AFA Not Used For Research & Development*	

ATTACHMENT B-1
PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	$2,024,000	100%	$2,024,000	0%	$0	0%	TDC 404,800
Environmental (by Local Government)	$50,000	100%	$50,000	0%	$0	0%	TDC 10,000
Subtotal	$2,074,000		$2,074,000		$0		TDC 414,800
Environmental Direct State Costs	$6,222	0%	$0	100%	$6,222	0%	$0
Right of Way Direct State Costs	$1,556	0%	$0	100%	$1,556	0%	$0
Engineering Direct State Costs	$9,333	0%	$0	100%	$9,333	0%	$0
Utility Direct State Costs	$1,556	0%	$0	100%	$1,556	0%	$0
Construction Direct State Costs	$1	0%	$0	100%	$1	0%	$0
Indirect State Costs 5.29%	$109,715	0%	$0	100%	$109,715	0%	$0
TOTAL	$2,202,382				$128,382		TDC 414,800

Transportation Development Credits (TDCs) in the amount of 414,800 will be used for the Local Government's contribution

Initial payment by the Local Government to the State: $0.00.

Payment by the Local Government to the State before construction: $0.00

Estimated total payment by the Local Government to the State $0.00. This is an estimate.

The final amount of Local Government participation will be based on actual costs.

Commissioners Court - Regular Session **97.**

Meeting Date: 11/18/2025

Electric Line Easement and Right of Way

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 granting an electric line easement and right of way to LCRA on property acquired and owned by Williamson County for the RM 2243/Hero Way project. (Parcel 306R).

Background

Funding Source: TANS P588
The County acquired the remainder property along with the right of way, and is now granting an easement to LCRA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Don Childs		Started On: 11/10/2025 03:40 PM
Final Approval Date: 11/12/2025		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

Hero Way Project

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

DATE:_____ , 2025

GRANTOR: WILLIAMSON COUNTY, TEXAS

GRANTOR'S MAILING ADDRESS: c/o County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78664

GRANTEE: LCRA TRANSMISSION SERVICES CORPORATION, a Texas non-profit corporation

GRANTEE'S MAILING ADDRESS: P. O. Box 220
Austin, Texas 78767

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

EASEMENT PROPERTY: A tract of land consisting of **1.828 acre**, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

PROJECT: Electric transmission line or lines consisting of a variable number and sizes of wires and circuits, and all necessary or desirable appurtenances (including but not limited to insulators and above ground supporting structures made of wood, metal, or other materials). The Project may also include communication lines and facilities appurtenant to them.

1. GRANTOR, for the CONSIDERATION paid to GRANTOR, hereby grants, sells, and conveys to GRANTEE an easement and right-of-way on, over, upon, under, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever. The Easement, right-of-way, rights, and privileges herein granted shall be used for the purposes of constructing, placing, operating, maintaining, reconstructing, replacing, rebuilding, upgrading, removing, inspecting, patrolling, or repairing the PROJECT, or any part of the PROJECT, and making connections therewith.

2. GRANTEE shall have the right of ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated purposes. In the event that immediate access to the EASEMENT PROPERTY is not reasonably available over the EASEMENT PROPERTY, and only in that event, then GRANTEE shall have the right of ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining such access. In the event that such access is not reasonably available over the EASEMENT PROPERTY and not available over existing roads, and only in that event, GRANTEE shall have the right of reasonable ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain such access. GRANTEE shall have the right to install and maintain appropriate gates along and in any fence, as necessary or appropriate for the exercise of GRANTEE'S right of ingress and egress on the EASEMENT PROPERTY or adjacent property of GRANTOR.

   GRANTEE shall have the right to place any number of poles, towers, guys or other ground- based support structures permanently on the EASEMENT PROPERTY. GRANTEE shall have the right to place new or additional wire or wires within the EASEMENT PROPERTY and to change the sizes and transmission voltages thereof. GRANTEE shall have the right to locate, relocate, or reconstruct the PROJECT within the EASEMENT PROPERTY. GRANTEE shall have the right to license, permit, or otherwise agree to the joint use or occupancy of the Easement by any other person or legal entity for the purposes set out herein. GRANTEE shall have the right to trim, chemically treat, and/or remove from the EASEMENT PROPERTY all trees, shrubs, and parts thereof, and the right to remove any structure, building, or obstruction within the EASEMENT PROPERTY. GRANTOR shall not place or construct any structure in or on the EASEMENT PROPERTY. GRANTOR may not plant any trees or shrubs on the EASEMENT PROPERTY nor change the grade of the EASEMENT PROPERTY without the prior written approval of GRANTEE. GRANTOR reserves the right to use and enjoy the surface of the EASEMENT PROPERTY for all purposes not inconsistent with this grant, including, without limitation, upon

the EASEMENT PROPERTY, to cultivate and grow crops; to cultivate gardens, grass, and landscaping; to pasture livestock; to build fences across; to pave and to temporarily park cars, trucks, and equipment; and to place, across the EASEMENT PROPERTY, roads, streets, driveways, gates, entrances, and sidewalks, and utilities so long as any and all uses do not interfere with or adversely interrupt the exercise of the rights granted to GRANTEE herein and GRANTOR obtains prior written approval from GRANTEE.

3. GRANTOR shall not place or operate any temporary or permanent equipment or object within the EASEMENT PROPERTY without complying with the National Electrical Safety Code and any other applicable law or regulation. GRANTEE shall have the right to place temporary poles, guys, and supporting structures on the EASEMENT PROPERTY for use in erecting or repairing the PROJECT. Notwithstanding anything herein to the contrary, GRANTEE shall have the right to construct, erect, operate, maintain, relocate, and reconstruct communication lines and related appurtenances within the EASEMENT PROPERTY, provided however any communication lines and related appurtenances may only be placed on poles or towers used for the electric transmission line(s) that are permissible under the easement. No additional poles, towers, or support structures may be constructed or installed solely in connection with any communication lines or related appurtenances. For the avoidance of doubt, nothing herein shall reduce or further limit GRANTOR'S rights of access or use of the surface estate beyond the terms of the easement.

4. GRANTEE agrees that upon completion of construction of the PROJECT, GRANTEE shall remove and dispose of all trash and litter resulting from construction and, except for (i) materials and facilities installed or constructed on the EASEMENT PROPERTY; (ii) modifications within the EASEMENT PROPERTY for pipeline, watercourse, or other crossings and (iii) modifications made to the surface of the EASEMENT PROPERTY by Grantee pursuant to the exercise of the rights granted in this Easement, Grantee shall restore, to the extent reasonably practicable, the surface of the EASEMENT PROPERTY to the natural contour of the land and its condition as existed immediately prior to such construction. GRANTOR understands and agrees that vegetation cleared from the EASEMENT PROPERTY will not be replaced.

5. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, structures, and obstructions. All parts of the PROJECT installed on the EASEMENT PROPERTY shall remain the exclusive property of GRANTEE.

6. GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR, in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to drill or excavate for minerals on the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE'S use of the EASEMENT PROPERTY.

7. The rights granted to GRANTEE in this Easement and Right-of-Way are assignable in whole or in part. This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal representatives, successors, and assigns.

8. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees and authorized agents of GRANTEE.

[signature page follows]

GRANTOR:

WILLIAMSON COUNTY, TEXAS

By:_____
Steve Snell
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Steve Snell, Williamson County Judge, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel: 306E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 306E

METES & BOUNDS DESCRIPTION FOR A 1.828 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 15.783 ACRE TRACT OF LAND AS CONVEYED TO FM 269 INVESTORS, LLC BY SPECIAL WARRANTY DEED WITH VENDOR'S LIENS RECORDED IN DOCUMENT NUMBER 2008015124 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.828 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (width varies) as dedicated by Document Numbers 2009071322 and 2009087880, both of the Official Public Records of Williamson County, Texas, on the west line of a called 10.00 acre tract of land as conveyed to James G. Velchoff and Wife, Deborah K. Velchoff by Warranty Deed recorded in Volume 2583, Page 862 of the Official Records of Williamson County, Texas, and by Correction Warranty Deed recorded in Document Number 9550265 of the Official Public Records of Williamson County, Texas, at the southeast corner of the remainder of the above described FM 269 Investors 15.783 acre tract, and at the northeast corner of a called 1.4665 acre tract of land described as Parcel 6 as dedicated in said Document Number 2009087880 of the Official Public Records of Williamson County, Texas; Thence, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, N 20°47'02" W a distance of 293.33 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,043.44, E: 3,082,704.65) set at the beginning of a non-tangent curve to the left for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 131.51 feet left of FM 2243 baseline station 114+58.85;

THENCE, departing the west line of said Velchoff Tract, over and across said FM 269 Investors 15.783 acre tract, along said curve to the left, an arc distance of 35.81 feet, having a radius of 4,347.00 feet, a central angle of 00°28'19" and a chord which bears S 61°59'37" W a distance of 35.81 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for angle point, 126.11 feet left of FM 2243 baseline station 114+23.77;

THENCE, continuing over and across said FM 269 Investors 15.783 acre tract, S 74°21'51" W a distance of 760.03 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the west line of said FM 269 Investors 15.783 acre tract and the east line of a called 9.205 acre tract of land as conveyed to Florida Rock Industries, Inc. by Special Warranty Deed recorded in Document Number 2023036116 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, 191.25 feet left of FM 2243 baseline station 106+70.37;

THENCE, with the west line of said FM 269 Investors 15.783 acre tract and the east line of said Florida Rock Industries 9.205 acre tract, N 21°03'15" W a distance of 100.45 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set for the northwest corner of the herein described tract, 291.70 feet left of FM 2243 baseline station 106+70.18, from which a 1/2-inch iron rod with a cap stamped "West 4188" found at the northwest corner of said FM 269 Investors 15.783 acre tract, and at an interior corner of said Florida Rock Industries 9.205 acre tract, bears N 21°03'15" W a distance of 112.25 feet;

THENCE, departing the east line of said Florida Rock Industries 9.205 acre tract, over and across said FM 269 Investors 15.783 acre tract, N 74°21'51" E a distance of 758.53 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set for the beginning of a non-tangent curve to the right, 226.61 feet left of FM 2243 baseline station 114+19.44;

THENCE, continuing over and across said FM 269 Investors 15.783 acre tract, along said curve to the right, an arc distance of 37.78 feet, having a radius of 4,447.00 feet, a central angle of 00°29'12" and a chord which bears N 62°08'39" E a distance of 37.78 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" on the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract for the northeast corner of the herein described tract, 232.21 feet left of FM 2243 baseline station 114+56.20, from which a 1/2-inch iron rod found at the most northerly common corner of said Florida Rock Industries 9.205 acre tract and said Velchoff Tract, bears N 20°47'02" W a distance of 621.17 feet;

THENCE, with the east line of said FM 269 Investors 15.783 acre tract and the west line of said Velchoff Tract, S 20°47'02" E a distance of 100.73 feet to the **POINT OF BEGINNING** and containing 1.828 acres (79,608 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

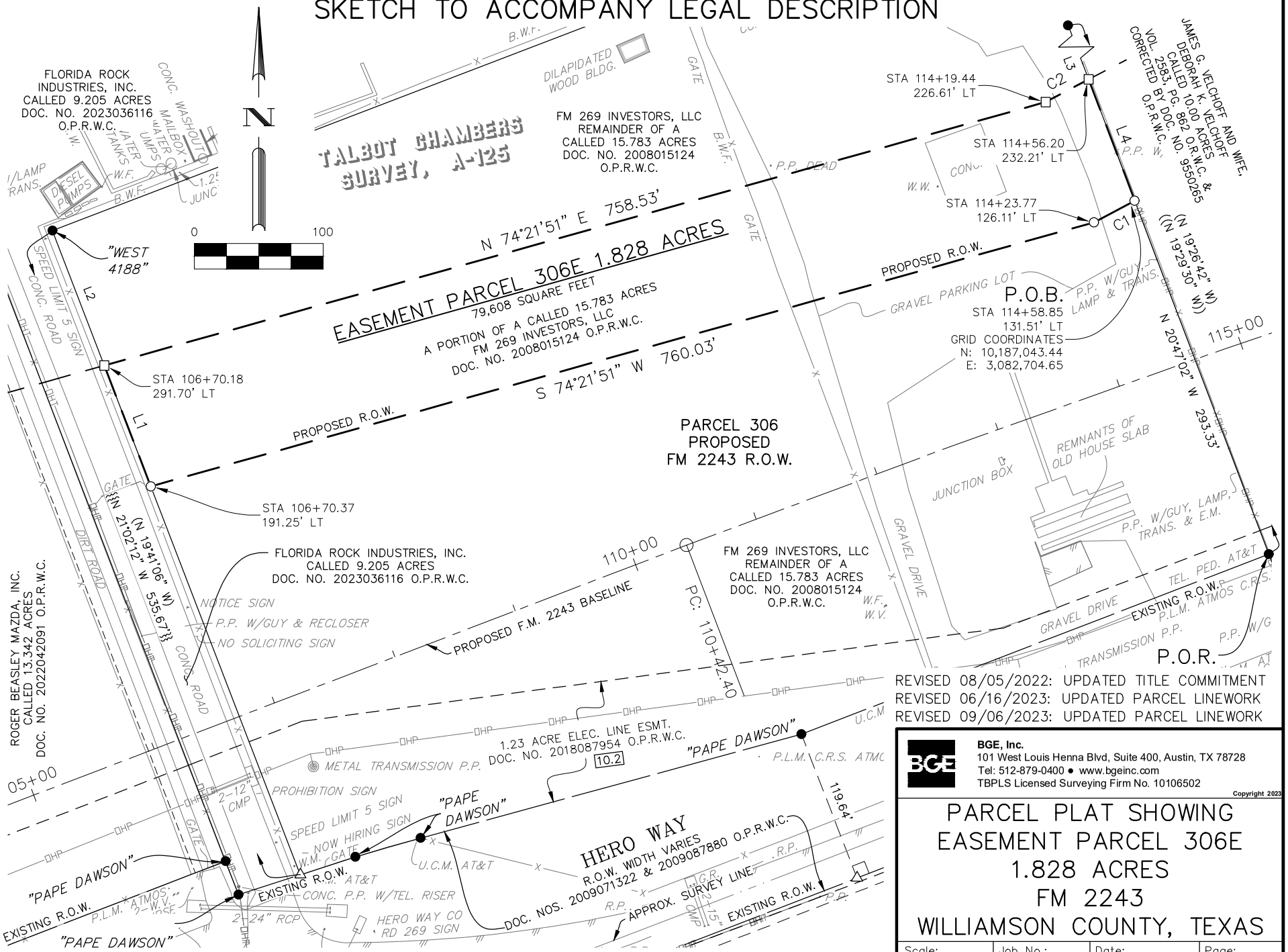
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

09/06/2023
Date

Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502

Client:	Williamson County
Date:	May 20, 2022
Revised:	August 5, 2022
Revised:	June 16, 2023
Revised:	September 6, 2023
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 08/05/2022: UPDATED TITLE COMMITMENT
REVISED 06/16/2023: UPDATED PARCEL LINEWORK
REVISED 09/06/2023: UPDATED PARCEL LINEWORK

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING
EASEMENT PARCEL 306E
1.828 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	3 of 5

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LEGEND

BWF	BARBED WIRE FENCE
C.F.	CABLE FENCE
CMP	CORRUGATED METAL PIPE
CONC.	CONCRETE
C.R.S.	CATHODIC READING STATION
C.R.W.	CONCRETE RETAINING WALL
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.P.	GATE POST
NO.	NUMBER
NOS.	NUMBERS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.S.	STOP SIGN
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.B.O.V.	WATER BLOW-OFF VALVE
W.F.	WATER FAUCET
W.M.	WATER METER
W.V.	WATER VALVE
W.W.	WASTEWATER
( )	RECORD INFO FOR DOC. NOS. 2008015123 & 2008015124 O.P.R.W.C.
[ ]	RECORD INFO FOR DOC. NOS. 2009071322 & 2009087880 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO 2004036768 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO 9550265 O.P.R.W.C.
{{ }}	RECORD INFO FOR DOC. NO 2023036116 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
□	SET 1/2" IRON ROD W/CAP "BGE INC"
▲	FOUND 60D NAIL
△	CALCULATED POINT
——x——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
10.2	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 21°03'15" W	100.45'
L2	N 21°03'15" W	112.25'
L3	N 20°47'02" W	621.17'
L4	S 20°47'02" E	100.73'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	[N 21°01'01" W]	[27.86']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	35.81'	4,347.00'	0°28'19"	S 61°59'37" W	35.81'
C2	37.78'	4,447.00'	0°29'12"	N 62°08'39" E	37.78'

REVISED 08/05/2022: UPDATED TITLE COMMITMENT
REVISED 06/16/2023: UPDATED PARCEL LINEWORK
REVISED 09/06/2023: UPDATED PARCEL LINEWORK

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 306E
1.828 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-158460, DATED EFFECTIVE AUGUST 10, 2023 AND ISSUED ON AUGUST 17, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 2142, PAGE 942 AND VOLUME 2147, PAGE 836, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.1 A SEWER, WATER AND OTHER UTILITIES LINES EASEMENT GRANTED TO CITY OF LEANDER AS DESCRIBED IN VOLUME 1909, PAGE 230 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

10.2 AN ELECTRIC LINE EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018087954 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2009087879 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

10.4 ALL TERMS, CONDTIONS AND PROVISIONS OF THAT CERTAIN ORDINANCE NO. 16-040-00 OF RECORD IN DOCUMENT NO. 2017011285 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on August 17, 2023 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

09/06/2023

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 08/05/2022: UPDATED TITLE COMMITMENT
REVISED 06/16/2023: UPDATED PARCEL LINEWORK
REVISED 09/06/2023: UPDATED PARCEL LINEWORK

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502
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PARCEL PLAT SHOWING
EASEMENT PARCEL 306E
1.828 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/20/2022	5 of 5

Commissioners Court - Regular Session **98.**

Meeting Date: 11/18/2025

Ronald Reagan Segment C 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 purchase contract with Donna and Robert Hand to acquire 0.1283 AC needed as right of way on the Ronald Reagan Blvd Segment C (Parcel 23).

Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Don Childs		Started On: 11/10/2025 03:43 PM
Final Approval Date: 11/12/2025		

REAL ESTATE CONTRACT
Ronald Reagan Boulevard – Segment C

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **DONNA STATON HAND AND ROBERT W. HAND** (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:

> Fee simple interest in and to all of that certain 0.1283-acre (5,588 square foot) tract of land, out of and situated in the Burleson Warren Survey, Abstract No. 667, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 23**);

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 Property described in Exhibit A shall be the sum of TWENTY THOUSAND NINE HUNDRED FIFTY-FIVE and 00/100 Dollars ($20,955.00).

2.02. The Purchase Price for the improvements located within the portion of the Property described in Exhibit "A" shall be the sum of NINETEEN THOUSAND THREE HUNDRED NINE AND 00/100 Dollars ($19,309).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

Special Provisions and Additional Consideration

2.03. Driveway Access and Reconstruction. As an obligation which shall survive the Closing of this transaction, Purchaser agrees that reasonable vehicular and pedestrian access from Ronald Reagan Boulevard to the remaining property of Seller shall always remain open and available for current uses of the remaining property during construction of Purchaser's proposed roadway improvement project, unless otherwise agreed between the parties in advance, and Purchaser shall reconstruct any driveway improvements impacted by the project between the proposed Ronald Reagan Boulevard improvements and the remaining property of Seller within the existing right of way and acquired Property at Purchaser's cost and as part of the project construction.

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 Texas National Title Company on or before November 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 Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the portion of the Property described in Exhibit A, and, all 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 Deed shall be in the form as shown in Exhibit "B" 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 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 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.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time before November 30, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

By: Donna Staton Hand
Donna Staton Hand

Date: 11-10-2025

Address: P.O. Box 214
Liberty Hill, TX 78642

By: Robert W. Hand
Robert W. Hand

Date: 11-10-2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Exhibit "A"

County: Williamson
Parcel: 23 – Hand
Highway: Ronald Reagan Boulevard

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.1283 ACRE (5,588 SQUARE FEET) PARCEL OF LAND SITUATED IN THE BURLESON WARREN SURVEY, ABSTRACT NO. 667, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 37.68 ACRE TRACT OF LAND DESCRIBED IN A GIFT DEED TO DONNA STATON HAND AND ROBERT W. HAND, RECORDED IN DOCUMENT NO. 2000085561 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.1283 ACRE (5,588 SQUARE FEET) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch rebar with cap stamped "RPLS 2475" found in the South line of the remainder of said 37.68 acre tract and the common North line of a called 10.00 acre tract of land described in a General Warranty Deed to Tait Sugimura and Ashley Sugimura, recorded in Document No. 2021140622 of said O.P.R.W.C.T., and corrected in Document No. 2022017423 of said O.P.R.W.C.T.;

THENCE North 75°40'16" West with the South line of the remainder of said 37.68 acre tract and the common North line of said 10.00 acre tract, a distance of 88.99 feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set in the proposed East Right-of-Way (ROW) line of Ronald Reagan Boulevard, (Grid Coordinates: N=10,230,649.04, E=3,077,086.36), 159.81 feet Right of Ronald Reagan Baseline Station 686+19.33, for the **POINT OF BEGINNING** of the herein described tract;

THENCE North 75°40'16" West, continuing with the South line of the remainder of said 37.68 acre tract, and the common North line of said 10.00 acre tract at 80.84 feet passing a 1/2-inch rebar and continuing a total distance of **82.10** feet to a Calculated Point in the existing East ROW line of Ronald Reagan Boulevard (Variable Width ROW), for the Southwest corner of the remainder of said 37.68 acre tract and the common Northwest corner of said 10.00 acre tract, 77.80 feet Right of Ronald Reagan Baseline Station 686+15.60;

THENCE with the existing East ROW line of said Ronald Reagan Boulevard, along a curve to the **Right** having a radius of **8,405.00** feet, an arc length of **39.51** feet, a delta angle of **00°16'10"**, and a chord which bears **North 18°45'19" East** a distance of **39.51** feet to a 1/2-inch iron rod with cap stamped "PBS&J" found for the Northwest corner of the remainder of said 37.68 acre tract and the common Southwest corner of a called 9.224 acre tract of land described in a Warranty Deed to Mighty Sai Investments LLC, recorded in Document No. 2021052180 of said O.P.R.W.C.T. , 78.99 feet Right of Ronald Reagan Baseline Station 686+55.50;

THENCE North 68°46'06" East, with the North line of the remainder of said 37.68 acre tract and the common South line of said 9.224 acre tract, a distance of **102.06** feet to a 1/2-inch rebar with aluminum cap stamped "WILLIAMSON COUNTY" set, 158.70 feet Right of Ronald Reagan Baseline Station 687+20.24;

County: Williamson
Parcel: 23 – Hand
Highway: Ronald Reagan Boulevard

THENCE over and across the remainder of said 37.68 acre tract with the proposed East ROW line of said Ronald Reagan Boulevard, along a curve to the **Left** having a radius of **7,469.43** feet, an arc length of **98.82** feet, a delta angle of **00°45'29"**, and a chord which bears **South 16°38'02" West** a distance of **98.82** feet to the **POINT OF BEGINNING**, containing 0.1283 acre (5,588 Square Feet) of land more or less

This property description is accompanied by a separate plat of even date.

This project is referenced for all bearing and coordinate basis to the Texas Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface com bined adjustment factor of 1.00012.

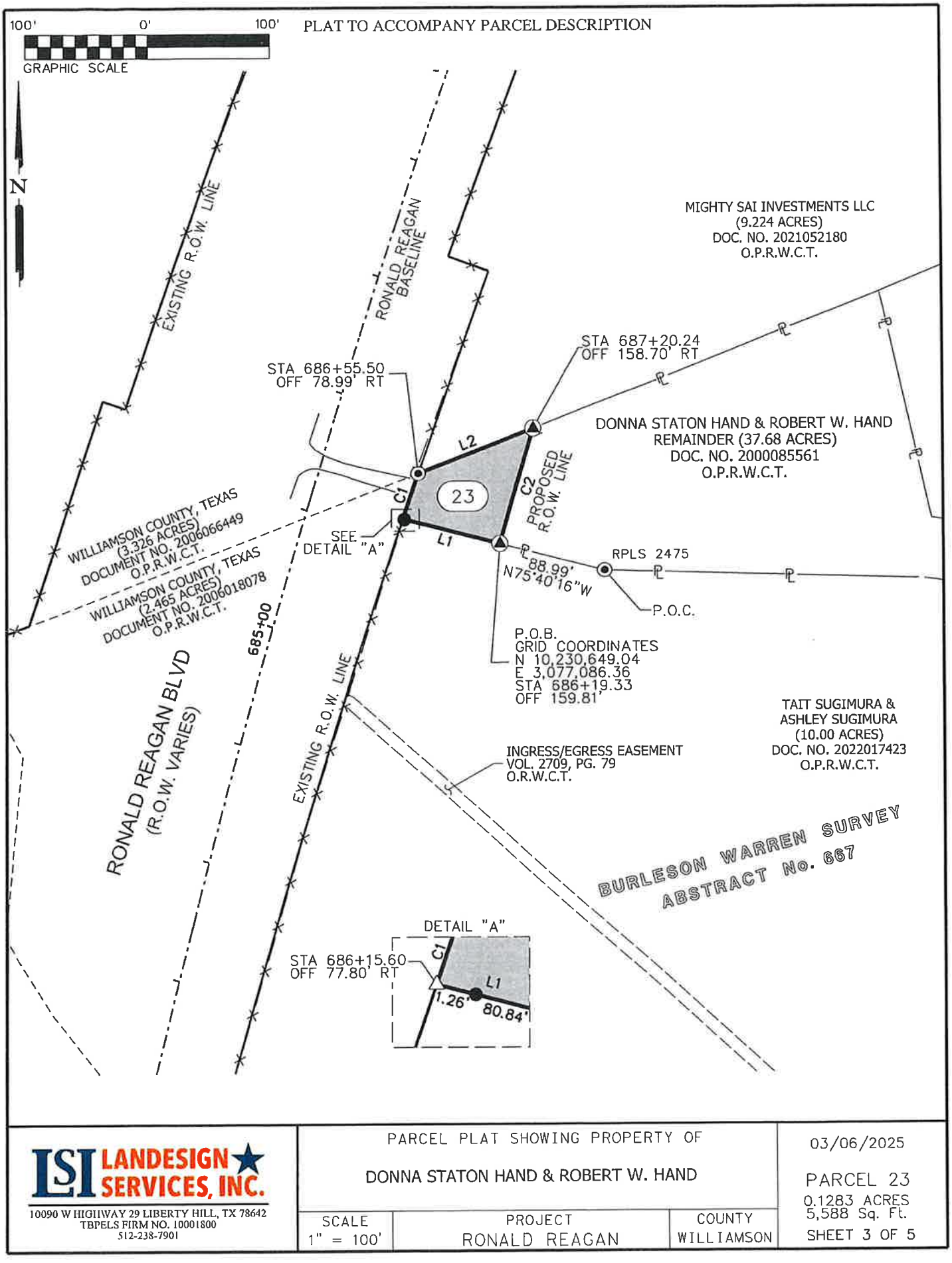
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Frank W. Funk, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described was determined by a survey made on the ground under my direct supervision.

03/06/2025

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803
Landesign Services, Inc.
FIRM 10001800
10090 W Highway 29
Liberty Hill, Texas 78642

EXHIBIT " "



LSI LANDESIGN SERVICES, INC. 10090 W HIGHWAY 29 LIBERTY HILL, TX 78642 TBPELS FIRM NO. 10001800 512-238-7901	PARCEL PLAT SHOWING PROPERTY OF DONNA STATON HAND & ROBERT W. HAND	03/06/2025 PARCEL 23 0.1283 ACRES 5,588 Sq. Ft. SHEET 3 OF 5
	SCALE: 1" = 100' / PROJECT: RONALD REAGAN / COUNTY: WILLIAMSON	

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LINE DATA		
LINE	BEARING	LENGTH
L1	N75° 40'16"W	82.10'
L2	N68° 46'06"E	102.06'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C1	00° 16'10"	8405.00'	39.51'	N18° 45'19"E 39.51'
C2	00° 45'29"	7469.43'	98.82'	S16° 38'02"W 98.82'

NOTES:

1. BEARINGS SHOWN HEREON ARE ORIENTED TO GRID NORTH. COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 2011 ADJUSTMENT), CENTRAL ZONE [FEDERAL INFORMATION PROCESSING STANDARD (FIPS) 4203].

2. DISTANCES AND AREAS SHOWN HEREON ARE PROJECT SURFACE VALUES EXPRESSED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED SURFACE ADJUSTMENT FACTOR IS 1.00012.

3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PARCEL PLAT.

LEGEND

△	CALCULATED POINT
▲	1/2-INCH REBAR WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET (UNLESS OTHERWISE NOTED)
●	1/2-INCH REBAR FOUND (UNLESS OTHERWISE NOTED)
◉	1/2-INCH REBAR FOUND WITH CAP STAMPED PBS&J (UNLESS OTHERWISE NOTED)
O.P.R.W.C.T	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT OF WAY
( )	RECORD INFORMATION
——℄——	PROPERTY LINE
- - - - - -	SURVEY LINE

STATE OF TEXAS:
WILLIAMSON COUNTY:

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

FRANK W. FUNK 03/06/2025
FRANK W. FUNK DATE
RPLS 6803

STATE OF TEXAS REGISTERED FRANK WILLIAM FUNK 6803 PROFESSIONAL LAND SURVEYOR

CALCULATED
25.18 ACRES
1,096,840 Sq. Ft.

REMAINDER
25.05 ACRES
1,091,252 Sq. Ft.

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

DANNA STATON HAND & ROBERT W. HAND

03/06/2025

PARCEL 23
0.1283 ACRES
5,588 Sq. Ft.

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

EXHIBIT " "

PLAT TO ACCOMPANY PARCEL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PROVIDED BY:

FIRST AMERICAN TITLE GUARANTY COMPANY
GF NO. T-184962
ISSUED: APRIL 15, 2025
EFFECTIVE DATE: APRIL 9, 2025

ONLY THOSE ITEMS LISTED IN SCHEDULE B OF THE ABOVE REFERENCED COMMITMENT FOR TITLE INSURANCE WERE REVIEWED FOR THE PURPOSE OF THE SURVEY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, OR OTHER ENCUMBRANCES WHICH AFFECT THIS SURVEY THAT ARE NOT KNOWN TO THIS SURVEYOR.

ITEMS 10.8 THROUGH 10.12 ARE NOT A SURVEY MATTER.

10: 1. A ROADWAY EASEMENT AS DESCRIBED IN VOLUME 375, PAGE 329 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED IN VOLUME 582, PAGE 492, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

2. AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN VOLUME 2709, PAGE 79, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(SHOWN HEREON)

3. AN INGRESS AND EGRESS EASEMENT AS DESCRIBED IN VOLUME 2709, PAGE 89 OF OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AFFECTED BY THAT TERMINATION AND RELEASE OF EASEMENT RECORDED IN DOCUMENT NO. 2020084129, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(DOES NOT AFFECT. OUTSIDE OF SUBJECT TRACT)

4. INTENTIONALLY DELETED.

5. INTENTIONALLY DELETED.

6. INTENTIONALLY DELETED.

7. A UTILITY EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN DOCUMENT NO. 2021177533 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
(MAY AFFECT. UNABLE TO LOCATE BASED ON DESCRIPTION IN INSTRUMENT)

13. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE, INCLUDING BUT NOT LIMITED TO FENCES NOT FOLLOWING THE PROPERTY BOUNDARIES, THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE SUBJECT PROPERTY. (OWNER'S POLICY ONLY) (NOTED HEREON)

LSI LANDESIGN SERVICES, INC.
10090 W HIGHWAY 29 LIBERTY HILL, TX 78642
TBPELS FIRM NO. 10001800
512-238-7901

PARCEL PLAT SHOWING PROPERTY OF

DANNA STATON HAND & ROBERT W. HAND

SCALE	PROJECT	COUNTY
1" = 100'	RONALD REAGAN	WILLIAMSON

03/06/2025

PARCEL 23
0.1283 ACRES
5,588 Sq. Ft.
SHEET 5 OF 5

DEED

Ronald Reagan Boulevard – Segment C

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 **DONNA STATON HAND AND ROBERT W. HAND**, 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"):

> Fee simple interest in and to all of that certain 0.1283-acre (5,588 square foot) tract of land, out of and situated in the Burleson Warren Survey, Abstract No. 667, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 23**);

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 Ronald Reagan Boulevard.

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.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

SELLER:

By:_____
Donna Staton Hand

By:_____
Robert W. Hand

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Donna Staton Hand and Robert W. Hand, 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

Commissioners Court - Regular Session **99.**

Meeting Date: 11/18/2025

Ronald Reagan Segment D1 Possession and Use 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 possession and use agreement for transportation purposes (future plat dedication) with HEIRLOOMTX, LLC, a Delaware limited liability company regarding right of way and drainage easements needed on the Ronald Reagan D1 project (Parcel 16 parts 1-3 and 16DE).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Don Childs		Started On: 11/10/2025 03:45 PM
Final Approval Date: 11/12/2025		

From:	Kimble, Logan
To:	Don Childs; Michael Maresh; Hambright, Ross
Cc:	kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik; Nick Marino; Lisa Dworaczyk; Talley J. Williams (twilliams@mwswtexas.com)
Subject:	RE: ReaganC2--Heirloom (16)--revised casing sheet + r.o.w. doc (11.6.25)
Date:	Monday, November 10, 2025 10:52:22 AM
Attachments:	image010.png image011.png image012.png image013.png image014.png image017.png image018.png image019.png image020.png image021.png image022.png image023.png image024.png image025.png Wilco Reagan ROW Water casing agreement - HTX signatures.pdf

Don,

Here is the agreement with the correct exhibit and our signatures. Originals are in route to me.

Thanks again team.

Logan Kimble
Vice President
Texas | Columnar Land

(512) 786-3767
lkimble@columnarinvestments.com
www.columnarinvestments.com
7600 N. Capital of Texas Hwy, Bldg. C Ste 160, Austin, TX 78731

COLUMNAR

From: Don Childs <don@scrrlaw.com>
Sent: Thursday, November 6, 2025 1:28 PM
To: Michael Maresh <Michael@b2zeng.com>; Kimble, Logan <lkimble@columnarinvestments.com>; Hambright, Ross <rhambright@columnarinvestments.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>; Lisa Dworaczyk

<lisad@scrrlaw.com>; Talley J. Williams (twilliams@mwswtexas.com) <twilliams@mwswtexas.com>
Subject: RE: ReaganC2--Heirloom (16)--revised casing sheet + r.o.w. doc (11.6.25)

Hi Logan/Ross,

Attached is the PUA doc with revised casing extension plan sheet (and separate page copy).

Our normal County document approval schedule is to submit to the agenda system on Tuesdays for approval at commissioners' court meetings the following Tuesday. So, if it is possible to get this signed and returned by next Tuesday (11.11) we would be able to submit it for consideration at the meeting on 11.18.

As I mentioned before, we can take a scan signature to get it into the system, and can then arrange for pickup of originals following, or you can send to the address below.

Thanks.

Don Childs | **Attorney**
SHEETS & CROSSFIELD, PLLC
309 East Main Street
Round Rock, Texas 78664
O: 512-255-8877 (x225)
D: 512-738-8725
don@scrrlaw.com

From: Michael Maresh <Michael@b2zeng.com>
Sent: Wednesday, November 5, 2025 11:39 AM
To: Kimble, Logan <lkimble@columnarinvestments.com>; Hambright, Ross <rhambright@columnarinvestments.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>; Don Childs <don@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>; Talley J. Williams (twilliams@mwswtexas.com) <twilliams@mwswtexas.com>
Subject: RE: Ronald Reagan Segment C2 Project

Logan and Ross,

I have requested that the Engineer update the 24" Steel casing to extend to the limits shown on the sheet you provided. They have informed me that the updated exhibit should be ready this week. When I receive it, I will send it to S&C.

Thank you,

Michael Maresh, P.E.
Transportation Project Manager

B2Z ENGINEERING
SBA 8(a), HUB, DBE, WBE, WOSB, MBE
13250 Forkland Dr • Houston, TX 77077

832-928-5846
832-288-2755
michael@b2zeng.com
www.b2zeng.com

From: Kimble, Logan <lkimble@columnarinvestments.com>
Sent: Wednesday, November 5, 2025 10:25 AM
To: Michael Maresh <Michael@b2zeng.com>; Hambright, Ross <rhambright@columnarinvestments.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>; Don Childs <don@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>; Talley J. Williams (twilliams@mwswtexas.com) <twilliams@mwswtexas.com>
Subject: RE: Ronald Reagan Segment C2 Project

This was the genesis of the entire conversation. As you will recall, we asked if there was a way we could open cut the pavement to install the sleeve. Clearly that was a bad idea, so we arrived at you installing the sleeve in the ROW as part of your construction and as compensation for dedicating the necessary additional ROW. It was also shown going through the entire ROW section on the attached PDF sent to you originally on 8/27/25 based on your 60% plan set.

We are ready to execute the ROW/Easement docs pending this adjustment to the plans.

Thanks Michael.

Logan Kimble

(512) 786-3767
lkimble@columnarinvestments.com
www.columnarinvestments.com

Vice President
Texas | Columnar Land

7600 N. Capital of Texas Hwy, Bldg. C Ste 160, Austin, TX 78731

COLUMNAR

From: Michael Maresh <Michael@b2zeng.com>
Sent: Tuesday, November 4, 2025 2:54 PM
To: Hambright, Ross <rhambright@columnarinvestments.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Kimble, Logan <lkimble@columnarinvestments.com>; Nick Marino <nmarino@gray-civil.com>; Don Childs <don@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>
Subject: RE: Ronald Reagan Segment C2 Project

Ross,

I do not remember that was what was discussed but it should be an easy adjustment. Let me investigate.

Thank you,

Michael Maresh, P.E.
Transportation Project Manager

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13250 Forkland Dr • Houston, TX 77077

832-928-5846
832-288-2755
michael@b2zeng.com
www.b2zeng.com

From: Hambright, Ross <rhambright@columnarinvestments.com>
Sent: Tuesday, November 4, 2025 2:46 PM
To: Michael Maresh <Michael@b2zeng.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Kimble, Logan <lkimble@columnarinvestments.com>; Nick Marino <nmarino@gray-civil.com>; Don Childs <don@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>

Subject: Re: Ronald Reagan Segment C2 Project

Michael,

It was my understanding that y'all were going to install a sleeve all the way across Ronald Reagan to the existing WL were tying into.

This looks like y'all are just dropping it in under the new RR improvements and nothing under the existing.

Can you fix this?

From: Michael Maresh <Michael@b2zeng.com>
Sent: Thursday, October 23, 2025 2:37 PM
To: Hambright, Ross <rhambright@columnarinvestments.com>
Cc: kwilder@hntb.com <kwilder@hntb.com>; 82587_ronaldreaganboulevard_c2@hntb.com <82587_ronaldreaganboulevard_c2@hntb.com>; Richard Rychlik <rrychlik@gray-civil.com>; Kimble, Logan <lkimble@columnarinvestments.com>; Nick Marino <nmarino@gray-civil.com>; Don Childs <don@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>
Subject: RE: Ronald Reagan Segment C2 Project

Ross,

Attached is the Roadway P&P sheet from the 100% Submittal that includes the 24" Steel Casing for the future waterline. Please let me know if you have any comments about the placement or the callouts on the sheet.

Still working on the estimated start date. It is dependent upon the adjustments of the PEC poles along the corridor. S&C have shared that it would be best for your development if the casing is installed by June 2026; I have discussed with the Engineer on including that in the project TCP Narrative.

Please let me know if you have any questions.

Thank you,

Michael Maresh, P.E.
Transportation Project Manager

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SBA 8(a), HUB, DBE, WBE, WOSB, MBE
13250 Forkland Dr • Houston, TX 77077

832-928-5846
832-288-2755
michael@b2zeng.com
www.b2zeng.com

From: Hambright, Ross <rhambright@columnarinvestments.com>
Sent: Thursday, October 23, 2025 12:51 PM
To: Lisa Dworaczyk <lisad@scrrlaw.com>; Kimble, Logan <lkimble@columnarinvestments.com>; Michael Maresh <Michael@b2zeng.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>; Don Childs <don@scrrlaw.com>
Subject: Re: Ronald Reagan Segment C2 Project

Michael,

Wanted to check in on this.

Do you have our 24" sleeve incorporated in your Ronald Reagan construction plans?

Any update on an estimated start date for this project?

Thanks,

From: Lisa Dworaczyk <lisad@scrrlaw.com>
Sent: Friday, August 29, 2025 2:40 PM
To: Kimble, Logan <lkimble@columnarinvestments.com>; Michael Maresh <Michael@b2zeng.com>
Cc: kwilder@hntb.com <kwilder@hntb.com>; 82587_ronaldreaganboulevard_c2@hntb.com <82587_ronaldreaganboulevard_c2@hntb.com>; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>; Hambright, Ross <rhambright@columnarinvestments.com>; Don Childs <don@scrrlaw.com>
Subject: RE: Ronald Reagan Segment C2 Project

You don't often get email from lisad@scrrlaw.com. Learn why this is important

Logan
We are both available anytime Tuesday afternoon.

Lisa Dworaczyk
512-738-8731

From: Kimble, Logan <lkimble@columnarinvestments.com>
Sent: Friday, August 29, 2025 10:24 AM
To: Michael Maresh <Michael@b2zeng.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>; Hambright, Ross <rhambright@columnarinvestments.com>; Don Childs <don@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>
Subject: Re: Ronald Reagan Segment C2 Project

New sender. Do you want to Trust or Silence them?
Trust Silence

Thanks Michael.

Don and Lisa, Can you guys jump on a call next week to get the documentation started for this exchange? Tuesday afternoon or Thursday is good for me. What works for you?

Logan Kimble

Vice President

Texas | Columnar Land

(512) 786-3767
lkimble@columnarinvestments.com
www.columnarinvestments.com
Austin, Texas

From: Michael Maresh <Michael@b2zeng.com>
Sent: Monday, August 25, 2025 1:50 PM
To: Kimble, Logan <lkimble@columnarinvestments.com>
Cc: kwilder@hntb.com <kwilder@hntb.com>; 82587_ronaldreaganboulevard_c2@hntb.com <82587_ronaldreaganboulevard_c2@hntb.com>; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>; Hambright, Ross

<rhambright@columnarinvestments.com>; Don Childs <don@scrrlaw.com>; Lisa Dworaczyk <lisad@scrrlaw.com>
Subject: RE: Ronald Reagan Segment C2 Project

Logan,

Thank you for your e-mail response. I am including Don Childs and Lisa Dworaczyk in the CC of this e-mail as a way of introduction for you. Don and Lisa are with Sheets and Crossfield and are handling the ROW acquisition for Williamson County. I will be including them in any e-mails and meetings from this point on.

Please send us the specs for the waterline and the sleeve for us to include in the Ronald Reagan C2 project; the City of Georgetown has asked us to confirm that the sleeve size is appropriate for the planned waterline.

Thank you,

Michael Maresh, P.E.
Transportation Project Manager

B2Z ENGINEERING
SBA 8(a), HUB, DBE, WBE, WOSB, MBE
13250 Forkland Dr • Houston, TX 77077

832-928-5846
832-288-2755
michael@b2zeng.com
www.b2zeng.com

From: Kimble, Logan <lkimble@columnarinvestments.com>
Sent: Friday, August 22, 2025 4:39 PM
To: Michael Maresh <Michael@b2zeng.com>; Hambright, Ross <rhambright@columnarinvestments.com>
Cc: kwilder@hntb.com; 82587_ronaldreaganboulevard_c2@hntb.com; Richard Rychlik <rrychlik@gray-civil.com>; Nick Marino <nmarino@gray-civil.com>
Subject: RE: Ronald Reagan Segment C2 Project

Michael,

Your ears must have been burning, just talking about you guys this morning. I think we have

some stuff ready to share but I will defer to RJ and Ross.

It's probably time to start thinking through the logistics of our deal. It looks like we are only going to have one water line crossing. My thought was that we can give you the specs for that sleeve to include in your drawings and construction. In exchange for the County installing the sleeve for us, we would dedicate the extra ROW to you at no cost. Not sure who we need to strike the deal with, but if you can make the intro that would be great. Probably need to put that on paper.

Let me know what you think.

Have a good weekend.

Logan Kimble
Vice President
Texas | Columnar Land

(512) 786-3767
lkimble@columnarinvestments.com
www.columnarinvestments.com
7600 N. Capital of Texas Hwy, Bldg. C Ste 160, Austin, TX 78731

COLUMNAR

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed.

Commissioners Court - Regular Session **100.**

Meeting Date: 11/18/2025

Bickerstaff engagement agreement (gomez)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 25-2986-C395, Juan Carlos Gomez v. Williamson County; In the 395th 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 Section 262.024(a)(4), Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bickerstaff engagement agreement (gomez)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	11/12/2025 08:24 AM
Form Started By: Shannon Francis		Started On: 11/10/2025 09:56 PM
Final Approval Date: 11/12/2025		

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.

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

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 in Cause No. 25-2986-C395, *Juan Carlos Gomez v. Williamson County*, in the 395th Judicial District Court of Williamson County, Texas, 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 **101.**

Meeting Date: 11/18/2025

Bickerstaff engagement agreement (mitchell)

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, the Williamson County Jail, and County employees in relation to the matter of Cause No. 1:25-cv-00780-ADA, Rashad Dale Mitchelll v. Nathaniel Garcia et al.; in the United States District Court for the Western District of Texas, Austin Division; 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 Section 262.024(a)(4), Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

bickerstaff engagement agreement 3 (mitchell)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2025 08:42 AM
Form Started By: Shannon Francis		Started On: 11/12/2025 07:57 AM
Final Approval Date: 11/12/2025		

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, the Williamson County Jail, and its employees Nathaniel Garcia, Kathleen Pokluda.

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

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 Defendants, including the Williamson County Jail and its employees Nathaniel Garcia, Kathleen Pokluda, in Cause No. 1:25-cv-00780-ADA, *Rashad Dale Mitchelll v. Nathaniel Garcia et al.*, in the United States District Court for the Western District of Texas, Austin Division, 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 **102.**

Meeting Date: 11/18/2025

Bickerstaff engagement agreement (mitchell)

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, the Williamson County Jail, and County employees in relation to the matter of Cause No. 1:25-cv-00774-ADA, Rashad Dale Mitchelll v. Officer Just, et al., in the United States District Court for the Western District of Texas, Austin Division; 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 Section 262.024(a)(4), Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

bickerstaff engagement agreement 2 (mitchell)

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	11/12/2025 08:42 AM
Form Started By: Shannon Francis		Started On: 11/12/2025 08:04 AM
Final Approval Date: 11/12/2025		

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway 1601 S. MoPac Expy., Suite C400, Austin, TX 78746

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AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

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, the Williamson County Jail, and its employees Officer Just, Kathleen Pokluda., in Cause No. 1:25-cv-00774-ADA, *Rashad Dale Mitchelll v. Officer Just et al.*, in the United States District Court for the Western District of Texas, Austin Division, well as any appeals or proceedings ancillary thereto.

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Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
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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:

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Maps

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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 **106.**

Meeting Date: 11/18/2025

Future Justice Center and Corrections Facilities

Submitted By: Becky Pruitt, County Manager

Department: County Manager

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take possible action on the potential acquisition of real property tract(s) for the future location of the Williamson County Justice Center and Corrections Facilities.

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	11/10/2025 03:49 PM
Form Started By: Becky Pruitt		Started On: 11/10/2025 03:46 PM
Final Approval Date: 11/10/2025		