

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT ("Agreement") between Ramirez Simon Engineering, LLC, (hereinafter "Consultant"), and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

I. PROFESSIONAL CONSULTING SERVICES

A Statement of Work ("SOW") is attached hereto as Exhibit "A" and the terms therein are incorporated in this Agreement. Consultant agrees to perform the Professional Consulting Services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant may provide the services described in the SOW by using Consultant personnel or selected independent contractors. Consultant agrees to provide the items described in the SOW ("Deliverables").

II. TERM AND TERMINATION

- A. The Consultant is expected to complete the Services by the Project Completion Date. The Project Completion Date is the date by which all Services and obligation outlined in the SOW shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be September 30, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of Services, this Agreement shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.
- B. If Consultant does not perform the Services in accordance with the SOW, then County shall have the right to terminate this Agreement as set forth below. So long as the County elects not to terminate this Agreement, it shall continue from day to day until such time as the Services are completed in accordance with SOW. Consultant shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Services will not be completed on or before the Project Completion Date and in full accordance with the terms of the SOW.
- C. Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.
- D. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of

Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

III. PAYMENT, TAXES & EXPENSES

- A. Payment Terms.** County will pay Consultant a flat fixed fee for the Services, as set forth in the attached SOW.

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

- B.** County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.
- C. 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 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.

IV. CONFIDENTIAL INFORMATION

- A. To the extent authorized by law, any business, operational, commercial, financial, or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.
- B. To the extent authorized by law, any business, operational, commercial, financial, or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.
- C. 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 County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

V. RELATIONSHIP BETWEEN THE PARTIES

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

VI. WARRANTY

Consultant warrants that the Services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. Consultant shall be responsible for the accuracy of his/her/its Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Consultant's responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions set out herein.

VII. INDEMNIFICATION

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

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN CONSULTANT IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. CONSULTANT SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT CONSULTANT, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS

WHERE CONSULTANT, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CONSULTANT EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

VIII. INSURANCE

Consultant must comply with the following insurance requirements at all times during this Agreement:

- A. Coverage Limits.** Consultant, at Consultant's sole cost, shall purchase and maintain during the entire term while this Agreement is in effect the following insurance:
1. Worker's Compensation in accordance with statutory requirements.
 2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
 3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of \$1,000,000.00 each accident.
 4. Professional Liability Insurance in the amount of \$2,000,000.00 per claim and annual aggregate.
- B. Certification of Coverage.** Prior to the performance of any Services, Consultant 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, Consultant 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 Consultant hereunder.
- C. Additional Insureds; Waiver of Subrogation.** **“Williamson County, Texas, its directors, officers and employees”** shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where “Williamson County, Texas, its directors, officers and employees” are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.
- D. Certificate Holder.** The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Purchasing Department
100 Wilco Way

Suite P101
Georgetown, TX. 78626
Email: purchase@wilco.org

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

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

Williamson County, Texas
C/O: Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, TX. 78626
Email: purchase@wilco.org

With copy to:
Williamson County Auditor's Office
Attn: Agreements Auditor
901 South Austin Avenue
Georgetown, Texas 78626
Email: contractaudit@wilco.org

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

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

G. Premiums and Deductible. Consultant shall be responsible for payment of premiums for all of the insurance coverages required under this section. Consultant further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Consultant is responsible hereunder, Consultant shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$100,000 in the Consultant's insurance must be declared and approved in writing by County in advance.

H. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-

rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

- I. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Consultant, that no provision of this Agreement shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.
- J. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Consultant, Consultant shall require each subcontractor/subconsultant performing work under this Agreement (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Consultant'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 Consultant's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Consultant hereunder.

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

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

IX. CHANGE REQUESTS

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes includes, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Any changes to the terms of this Agreement shall be reduced to a written amendment and executed by both parties prior to such changes becoming effective; and
- iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any amendment relating to a Change Request, the terms and conditions of this Agreement shall control.

X. DISPUTE RESOLUTION; MEDIATION

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, Agreement, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

XI. GENERAL

- 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, 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.
- B. 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.

- C. 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.
- D. Successors and Assigns; Assignment.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- E. 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.
- F. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- G. County's Right to Audit.** Consultant 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 Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.
- H. Appropriation of Funds by County.** County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to

allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

- I. Conflicting Terms.** In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- J. 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.
- K. Entire Agreement.** This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

SIGNATURES TO FOLLOW

RAMIREZ SIMON ENGINEERING, LLC (Consultant)

By: SS

Name: Steven Simon, PE

Title: Principal

Date: May 15, 2024

WILLIAMSON COUNTY, TEXAS (County)

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____, 20____

EXHIBIT “A” STATEMENT OF WORK

The following describes the Services shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Project Understanding

Wilco has expressed concerns over the existing chilled water system operation and has requested Ramirez Simon Engineering, LLC (RSE) to perform an evaluation of the system. The goal of this evaluation is to review design flows and balancing requirements to determine if current conditions are suitable/acceptable. In addition, RSE shall provide recommendations to remediate any existing mechanical issues found as well as to optimize system efficiency. This is for the three air cooled chillers located on the roof of the North side of the Williamson County Jail. The secondary pumps are located below on the fourth floor. No evaluation will be performed on the two air cooled chillers, installed at grade along Rock Street, as there was no indication of issues with that system.

Scope of Services

RSE shall visit the site to evaluate existing site conditions. RSE shall provide a report with recommended upgrades, as well as an estimated construction cost of each. RSE shall review the draft report via Teams meeting and will incorporate comments into a final report.

Exclusions:

- City Permit Application or TDLR Fees.
- Sound/Vibration consultant
- Architectural design.
- Commissioning services.
- Circuit tracing of existing electrical systems.

Compensation

RSE shall perform the services described above for a lump sum of **\$15,300**.

Project Schedule

RSE will provide a draft report within 6 weeks of our authorization to proceed.

Terms and Conditions

We will invoice monthly based on services provided. If these terms are acceptable, please provide approval and authorization to proceed.

April 26, 2024

Mr. Daniel Shea
Williamson County Facilities Management
3101 SE Inner Loop
Georgetown, TX 78626

SUBJECT: ***North Jail CHW System Evaluation - Fee Proposal***

Dear Daniel,

Thank you for the opportunity to submit this proposal to provide Mechanical, Electrical, and Plumbing (MEP) engineering services on this project. This proposal describes our Project Understanding, Scope of Services, proposed Compensation, proposed Schedule and proposed Terms and Conditions for the work.

Project Understanding

Wilco has expressed concerns over the existing chilled water system operation and has requested Ramirez Simon Engineering, LLC (RSE) to perform an evaluation of the system. The goal of this evaluation is to review design flows and balancing requirements to determine if current conditions are suitable/acceptable. In addition, RSE shall provide recommendations to remediate any existing mechanical issues found as well as to optimize system efficiency. This is for the three air cooled chillers located on the roof of the North side of the Williamson County Jail. The secondary pumps are located below on the fourth floor. No evaluation will be performed on the two air cooled chillers, installed at grade along Rock Street, as there was no indication of issues with that system.

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- Sound/Vibration consultant
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RSE shall perform the services described above for a lump sum of **\$15,300.**

Project Schedule

RSE will provide a draft report within 6 weeks of our authorization to proceed.

Terms and Conditions

We will invoice monthly based on services provided. If these terms are acceptable, please provide approval and authorization to proceed.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please contact me if you have any questions.

Best Regards,

RAMIREZ SIMON ENGINEERING, LLC



Steven Simon, PE
Principal