MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – DECEMBER 10, 2025

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 10th day of December 2025 at its meeting place at the Waller County Courthouse, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:00 a.m. with the following members of the Court present to-wit:

Carbett "Trey" J. Duhon III, County Judge
John A. Amsler, Commissioner Precinct 1
Walter Smith, Commissioner Precinct 2
Kendric D. Jones, Commissioner Precinct 3
Justin Beckendorff, Commissioner Precinct 4
Debbie Hollan, County Clerk

Delivery of Invocation by: Commissioner Amsler
Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

1. Approval of Agenda.

   Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
   Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler – Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones – Yes	*Commissioner Beckendorff*	*– Yes*

PUBLIC COMMENT - *None*

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes – November 19, 2025 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Treasurer for approval of Election Payroll Disbursements.
5. Request by County Treasurer for approval of Monthly Report.

6. Request by County Treasurer to approve Fixed Asset Transfers to IT, Storage, and Environmental.

7. Request by County Treasurer to approve annual review of Waller County Investment Policy.

8. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers.

9. Spread upon the minutes Juvenile Probation line-item budget transfers WC 2025-61 and WC 2025-66.

10. Request by County Auditor to approve official documents and all Monthly Reports.

11. Request by County Auditor to approve Quarterly Reimbursement of Juror Payments.

12. Request by the County Engineer for a Formal Notice from Norfleet Land Services for a 14" NG Pipeline Installation and road bore within the right of way of Morton Rd and Schlipf Rd - Project #2025-2078.

13. Request by County Engineer for a Formal Notice from Centric Fiber for a Right of Way installation of a Fiber Cabinet placed on a 6' X 5' concrete slab on Betka Rd. - Project # 2025-2831.

14. Request by County Engineer to accept a Formal Notice from Ezee Fiber of Texas LLC for installation of Fiber Optic Cable with Conduit and accessories within the right of way of Freeman Ranch Dr., Amberwood Park Dr., Lone Rider Dr., Elaine Valley Dr., San Miguel Creek Dr., Beechwood Hacienda Dr., Rustic Shadow Drive., Mustang Trot Dr., Texas Pecan Dr., Sunny Highlands Dr., Light Summit Dr., Lynn Lotus Dr., Polly Grove Dr., and Beckendorff Rd - (Project # 2025-2735).

15. Request by County Engineer to approve the Final Plat of Sabine Springs Detention Reserve B Phase 1 in Precinct 2.

16. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Detention Reserve A in Precinct 4.

17. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Detention Reserve B in Precinct 4.

18. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Detention Reserve C & D in Precinct 4.

19. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Detention Reserve E in Precinct 4.

20. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Detention Reserve F in Precinct 4.

21. Request by County Engineer to approve the Final Plat of Jordan Ranch Commercial in Precinct 4.

22. Request by County Engineer to approve the Final Plat of Mirabella Detention Basin 5 Phase 1 and Detention Basin 6 in Precinct 3.

23. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Waller County M.U.D. NO. 58 Lift Station No. 1 in Precinct 4.

24. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Section 3 and accept the Construction Bond in Precinct 4.

25. Request by County Engineer to approve the Final Plat of Lakes of Cane Island Section 4 and accept the Construction Bond in Precinct 4.

26. Request by County Engineer to place roads in Heritage West (Schlipf Road) into the developer's one-year maintenance period, effective September 29, 2025, and reduce the maintenance bond.

27. Request by County Engineer to place roads in Maple Woods Section 1 into the developer's one-year maintenance period, effective September 17, 2025, and reduce the maintenance bond.

28. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for two consecutive weeks, establishing a public hearing to amend the Major Thoroughfare Plan/Map for Kickapoo Road. Advertisement to be paid from line item 125-401-544100 [Bid Notices and Printing].

29. Request by Procurement Director to approve renewal of Bid 2025-02, term contract for pavement markings from Stripes & Stops with requested 20% price increase. Funds to be paid from line item 110-530-587411 [Sign & Striping Materials].

30. Spread upon the minutes the 2026 allotment for Waller County of $33,256.00 RAP, and other items such as Concrete Traffic Barrier and Signal Poles from The Texas Department of Transportation (TxDOT-LGAP Trans Code 201.706).

Requests to approve payments on the following:

31. $1,125.00 for Invoice dated November 3, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

32. $815.36 for reimbursement payments to Trey Duhon for Courthouse Grand Opening expenses to be paid from line item 604-604-581839 [Courthouse Soft Cost].

33. $166.49 for reimbursement payment to McKenzie Kelley for Courthouse Grand Opening expenses to be paid from line item 604-604-581839 [Courthouse Soft Cost].

34. $7,500.00 for Invoice dated November 10, 2025, to Gulf Coast Rail District from line item 125-411-562300 [County Organizational Dues].

35. $5,000.00 for Invoice #3832 to TAG Houston Region from line item 125-411-562300 [County Organizational Dues].

36. $1,362.00 for Invoice #1028429883 to Pitney Bowes to be paid from line item ~~606-606-581839 [Soft Cost]~~ **604-604-581839.**

37. $60.00 for Invoice #25-8042 to be paid to Precision Printing and Office Supply from ~~606-606-581839 [Soft Cost]~~ **604-604-581839.**

38. $12,820.13 to be paid for Invoice #10.25.2025 to San Bernard Electric Cooperative to be coded to 604-604-581839 [Soft Cost for VMC].

39. $11,025.91 for Invoice# 11325, $2,082.51 for Invoice #11881, and $3,249.61 for Invoice #11975 for a total of $16,358.03 to Wilson Bauhaus Interiors to be paid from line item ~~606-606-581839 [Soft Cost]~~ **604-604-581839.**

40. $1,207.21 for Invoice #51222 and $1,365.97 for Invoice #51282 for a total of $2,573.18 to LDD Blueline to be paid from line item 606-606-545407 [Professional Services/Vehicle Maintenance Garage].

41. $3,712.50 for Invoice #51220, and $3,712.50 for Invoice #51280, for a total of $7,425.00 to Blueline TD, LLC from line item 125-600-545403 [Precinct 3 Building].

42. $2,812.50 for Invoice #51281, and $2,878.12 for Invoice #51221, for a total of $5,690.62 to LDD Blueline to be paid from line item 125-600-5454020 [Soft Cost].

43. $2,047.46 for Invoice #64 to King Architectural Consulting Services to be paid from line item 604-604-545405 [Professional Services].

44. $4,757.50 for Invoice #1013 and $2,200.00 for Invoice #1014 to J& M Cabling Solutions to be paid from line item ~~606-606-581839 [Courthouse Soft Cost]~~ **604-604-581839.**

45. $13,846.95 for Invoice dated October 28, 2025 to AT&T to be paid from line item ~~606-606-581839 [Soft Cost]~~ **604-604-581839.**

46. $12,362.45 for Invoice #10844384440, $5,774.90 for Invoice #10844185530, and $4,032.96 for Invoice #10837854346, for a total of $22,170.31 to Dell Marketing LP to be paid from line item ~~606-606-831839 [Soft Cost]~~ **604-604-581839.**

47. $31,665.12 for Invoice #218230 to Granicus to be paid from line item ~~606-606-581839 [Soft Costs]~~ **604-604-581839.**

48. $9,551.00 for Invoice dated November 4, 2025, to Benny E Courtney to be paid from ~~606-606-581839 [Soft Cost]~~ **604-604-581839.**

49. $200.00 for Invoice #SO221668 to FTG Texas to be paid from line item ~~606-606-581839 [Soft Cost]~~ **604-604-581839.**

50. $600.00 for Invoice #7359 to The Randle Law Office to be paid from line item 125-411-540300 [Legal].

51. $49,680.29 for Invoice #34043-6 to BGE, Inc. Services current September 27, 2025, through October 24, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

52. $36,973.86 for Invoice #34041-6 to BGE, Inc. Services current September 27, 2025, through October 24, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

53. $46,626.35 for Invoice #194340 to HR Green for Professional Services rendered August 23, 2025, through September 26, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

54. $43,777.60 for Invoice #195172 to HR Green for Professional Services rendered from September 27, 2025 to October 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

55. $64,121.27 for Invoice #65035800-1025-07 to Kimley-Horn and Associates, Inc. for services rendered October 1, 2025, through October 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

56. $224,475.03 for Invoice #202547780 to LJA Engineering, Inc. for Professional Services rendered September 6, 2025, through October 3, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

57. $26,774.00 for Invoice #100389-7 to RG Miller Engineers, Inc. for Professional Engineering Services rendered September 22, 2025 to October 19, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

58. $35,669.91 for Invoice #304200.00-7 to Schaumburg & Polk, Inc. Professional Services from September 29, 2025, through November 2, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

59. $96,936.97 for Invoice #203286-5 to TEDSI Infrastructure Group for Professional Services from October 1, 2025 to October 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

60. $19,501.75 for Invoice #25-001.006 to Trilogy Engineering Services LLC. Preliminary Engineering Services from October 1, 2025, through October 31, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

61. $82,706.04 for Invoice # 610005-6 to Volkert, Inc. for Professional Services rendered September 20, 2025 through October 17, 2025. Funds to be paid from line item 605-605-545405 [Prof. Services].

62. Request by County Auditor to Approve and/or Ratify Accounts Payable.

Motion to approve **Consent Agenda** with a correction to items 36, 37, 39, 44, 45, 46, 47, 48, and 49 correcting the line item on each to 604-604-581839 made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler – Yes*	*Commissioner Smith – Yes*	
	Commissioner Jones – Yes	*Commissioner Beckendorff – Yes*	

PRESENTATION

63. **Presentation** by the Waller County 4-H Horse Club.
No action required.

64. Discuss and take action to approve request by the Waller County 4-H Horse Club to use the Community Center on a continued basis for the 2nd Tuesday each month for 2026 beginning January 13, 2026.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

TAX ASSESSOR-COLLECTOR

65. **Presentation** of the October and November 2025 Collections.
No action required.

506TH DISTRICT JUDGE

66. Discuss and take action to approve the Indigent Defense Attorney Contracts for the Waller County District Felony Contract for Calendar Year 2026, and authorize the County Judge to sign the contracts on behalf of the County.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COUNTY COURT AT LAW 2

67. Discuss and take action to approve the Indigent Defense Attorney Contracts for Waller County, County Court at Law 2 for Calendar Year 2026, and authorize the County Judge to sign the contracts on behalf of the County.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

SHERIFF

68. Discuss and take action to approve request for variance to the Waller County Travel Policy to ratify travel and allow an exception for purchase of out-of-state travel and expenses of $5,729.38 to be paid from line item 125-516-533202 [Training/LEOSE].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COUNTY ENGINEER

69. Discuss and take action to approve additional services in the amount of $169,865.00 for Construction Engineering and Inspection on Riley Rd at Birch Creek for IEA, Inc. - Supplement #1 to contract approved on October 30, 2024. Funds to be paid from line item 110-530-590000 [Bridge Replacement].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COUNTY JUDGE

70. Discuss and take action to approve Official Bond and Oath for County Judge.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

LIBRARY

71. Discuss and take action to accept $50.00 from Deborah Flint and post the donation revenue budget line 125-000-472210 [County Donations]. The proceeds will be expended from budget line 125-537-536600 [Donations/Library].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

GRANT MANAGER

72. Discuss and take action to authorize the County Judge to execute a second amendment with H2O Partners relative to the County's Hazard Mitigation Plan Update (GLO Contract 22-130-043-E436).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

PROCUREMENT DIRECTOR

73. Discuss and take action on Amendment to Agreement with Utility Associates, Inc. utilizing Texas Department of Information Resources contract number DIR-CPO-4799, for an additional sixteen (16) in-car video systems for Constables in the amount of $104,160.00 for the term through May 30, 2028. Funds to be paid from line item 125-411-569600 [Contingency]. ***and***

74. Discuss and take action to award Bid 26-001, Term Contract for Road Base and Construction Materials to all bidders meeting specifications for Fiscal Year 2026. Funds to be paid from line item 110-530-587505 [Road Materials]. ***and***

75. Discuss and take action to award Bid 26-002, Term Contract for Oils and Asphalts to all bidders meeting specifications for Fiscal Year 2026. Funds to be paid from line item 110-530-587505 [Road Materials]. ***and***

76. Discuss and take action on Agreement with FirstStep Pavement Management for roadway pavement needs assessment, in the amount not to exceed $50,000.00. Funds to be paid from line item 110-530-545800 [Prof. Consulting/Flood Plain Management].

Motion to **approve items 73 thru 76** made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COMMISSIONER, PRECINCT 3

77. Discuss and take action to waive the fee for the Community Center for the Waller County Seasoned Senior Events in 2026 on the following dates from 8:00a-12:00p(noon):

    January: 16th
    February: 16th
    March: 6th and 13th
    April: 3rd and 10th
    May: 1st
    June: 5th and 12th
    July: 1st and 6th
    August 14th and 21st.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

78. Discuss and take action on TxDOT Road Feasibility Study.
    Discussion only – no action taken.

DIRECTOR OF POLICY AND ADMINISTRATION

79. ~~Discuss and take action on McGregor Lane Development Agreement~~.
    Item WITHDRAWN.

80. ~~Discuss and take action on Interlocal Agreement with Brookshire Katy Drainage District (BKDD)~~. **Item WITHDRAWN.**

DIRECTOR OF FACILITIES

81. Discuss and take action to approve payment of $827,481.62 for Application #37 to SEDALCO, Inc. to be paid from the following line items:

    $33,026.91- 604-604-545045 [Professional Services].
    $794,454.71- 604-604-581000 [Bldg Purch, Const, or Improv]. ***and***

82. Discuss and take action on payment of $138,887.50 for Application #21 SEDALCO funds to be paid from line item 125-600-581620 [Justice Center Modulars]. ***and***

83. Discuss and take action on payment of $137,180.98 for Application #1 to Gullo Commercial funds to be paid from line item 606-606-545407 [Vehicle Maintenance Garage]. ***and***

84. Discuss and take action on payment of $86,936.69 for Application #2 to Gullo Commercial funds to be paid from line item 606-606-545407 [Vehicle Maintenance Garage].

Motion to **approve items 81 thru 84** made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

MISCELLANEOUS

85. Discuss and take action to appoint a Primary and an Alternate Representative on the HGAC Transportation Policy Council (TPC).

Motion to appoint Commissioner Beckendorff as Primary and Commissioner Jones as the Alternate Representative for TPC made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

86. Discuss and take action to appoint a Primary and an Alternate Representative on the HGAC Technical Advisory Committee (TAC).

Judge Duhon made motion for County Engineer Ross to be a Primary with Luke Fortkamp as the Alternate Representative on the HGAC Technical Advisory Committee, seconded by Commissioner Amsler.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

87. Discuss and take action to authorize firework sales or prohibit or restrict certain fireworks in unincorporated areas of Waller County.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Commissioner Beckendorff made motion to amend by allowing the sales of fireworks in unincorporated areas of Waller County, seconded by Commissioner Smith.
Amendment carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Amended Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

88. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons~~. **Item WITHDRAWN.**

89. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons~~. **Item WITHDRAWN.**

EXECUTIVE SESSION

90. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.

91. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725~~. **Item WITHDRAWN.**

92. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725~~. **Item WITHDRAWN.**

    Court convened to Executive Session at 10:14 a.m.
    Court reconvened from Executive Session at 10:46 a.m.

93. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session~~. **Item WITHDRAWN.**

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Meeting was **ADJOURNED** at 10:46 a.m.

I **ATTEST** that the above proceedings are the true and correct minutes taken in my capacity as Ex-Officio for the Commissioners' Court of Waller County.

Debbie Hollan
Waller County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

APPROVED this the 17th day of December 2025.

Carbett "Trey" J. Duhon, III
County Judge

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT04304 - 12/12/25 PR
Payroll Set: 01 - Waller County, TX

Pay Period: 11/23/2025 - 12/06/2025

Total Direct Deposits:	702,610.22
Total Check Amounts:	16,293.06

Males Paid:	239
Females Paid:	177
Unknown Paid:	0
Total Employees:	416

EARNINGS

Pay Code	Units	Pay Amount
Cell	0.00	385.00
Comp Time Taken	433.00	10,974.94
H	19,802.78	561,521.74
Hol	6,883.24	198,536.17
Inclement Weather	66.25	2,193.17
Leave W/O Pay	54.82	0.00
Longevity	0.00	429.00
PPL	88.00	2,746.88
PT-H	677.00	14,241.14
Reimb	0.00	129.79
Sal	77.00	89,385.35
Sal - No UI Tax	12.00	7,300.00
Sal - Sup	1.00	6,975.24
Sal-Other	4.00	13,245.77
Sal-Supp SB22	0.00	9,065.73
Sick	861.97	23,995.11
STEP CMV	38.00	2,301.05
STEP Comp	20.00	1,063.63
Straight Time Taken	189.25	5,906.19
Task Force OT Hours	24.00	1,197.97
Travel	1.00	2,608.39
Vac	1,275.34	38,329.55
Total:	30,508.65	992,531.81

BENEFITS

Pay Code	Units	Pay
Comp Earned	216.39	
GTL Taxable Benefit	0.00	1,139.23
Straight Earned	45.00	0.00
Vehicle Taxable	187.00	522.00
Total:	448.39	1,661.23

TAXES

Code	Subject To	Employee	Employer
Fed W/H	879,546.29	76,330.02	0.00
FICA	953,080.42	57,997.71	57,997.71
Medicare	953,080.42	13,819.64	13,819.64
Unemployment	894,633.40	0.00	894.63
Total:		148,147.37	72,711.98

DEDUCTIONS

Code	Subject To	Employee	Employer
Ch 13 Wage Ded 1	0.00	246.92	0.00
Ch 13 Wage Ded 3	0.00	920.99	0.00
Child Support 1	0.00	5,072.43	0.00
Child Support 2	0.00	1,100.54	0.00
Child Support 3	0.00	248.31	0.00
Child Support MI SDU	0.00	132.18	0.00
Child Support MS DHS	0.00	200.78	0.00
Child Support OK CSR	0.00	237.83	0.00
Dental-After Tax	0.00	136.70	441.74
Dental-CAF	0.00	4,073.66	11,519.22
Dental-CAF 125-685	0.00	54.68	101.94
Dental-Grant 228-576	0.00	0.00	33.98
Dental-Grant 318-578	0.00	0.00	33.98
Dental-Grant 318-592	0.00	0.00	33.98
Dental-SB22 325-516	0.00	54.68	169.90
FSA	0.00	5,251.23	0.00
FSA Fee	0.00	7.80	0.00
Health-After Tax	0.00	888.10	13,789.36
Health-CAF	0.00	29,871.46	413,410.12
Health-CAF 125-685	0.00	238.46	3,581.80
Health-Grant 228-576	0.00	37.54	1,077.64
Health-Grant 318-578	0.00	37.54	1,077.64
Health-SB22 325-516	0.00	528.08	6,800.22
Ins Adj-VTL A/Tax	0.00	447.17	0.00
Life	0.00	146.30	944.88
Life-125-685	0.00	2.20	7.62
Life-Grant 228-576	0.00	0.00	2.54
Life-Grant 318-578	0.00	0.00	2.54
Life-Grant 318-592	0.00	0.00	2.54
Life-SB22 325-516	0.00	2.20	15.24
MASA	0.00	1,010.25	0.00
Ret-GTL	981,429.71	0.00	2,355.56
Retirement	981,429.71	68,700.13	108,447.90
Valic	0.00	4,834.00	0.00
Vision-After Tax	0.00	33.71	0.00
Vision-CAF	0.00	960.71	0.00
Vision-Grant 228-576	0.00	2.29	0.00
Vision-Grant 318-578	0.00	2.29	0.00
Total:	125,481.16	563,850.34	

RECAP 01 - Waller County, TX

Earnings:	992,531.81	Benefits:	1,661.23	Deductions:	125,481.16	Taxes:	148,147.37	Net Pay:	71

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT07379 - PYPKT04304 - 12/12/25 PR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: 17844 - DAVID G. PEAKE, TRUSTEE — **Vendor Total:** 246.92

INV0009928	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	246.92	0.00	0.00	0.00	246.92
Chapter 13 Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	246.92	0.00	0.00	0.00	246.92

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		246.92	0%

Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC.-B2B — **Vendor Total:** 1,010.25

INV0009955	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	1,010.25	0.00	0.00	0.00	1,010.25
Payroll Deduction	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	1,010.25	0.00	0.00	0.00	1,010.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111450	MASA		1,010.25	0%

Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT — **Vendor Total:** 132.18

INV0009963	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	132.18	0.00	0.00	0.00	132.18
Child Support Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Payment	N/A	0.00	0.00	132.18	0.00	0.00	0.00	132.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		132.18	0%

Vendor: 17845 - MISSISSIPPI DEPARTMENT OF HUMAN SERVICES — **Vendor Total:** 200.78

INV0009933	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	200.78	0.00	0.00	0.00	200.78
Child Support Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Payment	N/A	0.00	0.00	200.78	0.00	0.00	0.00	200.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		200.78	0%

Vendor: 21861 - OKLAHOMA CENTRALIZED SUPPORT REGISTRY — **Vendor Total:** 237.83

INV0009964	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	237.83	0.00	0.00	0.00	237.83
Child Support Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Payment	N/A	0.00	0.00	237.83	0.00	0.00	0.00	237.83

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		237.83	0%

Vendor: 07548 - TAC HEBP — **Vendor Total:** 490,564.65

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009934	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	578.44	0.00	0.00	0.00	578.44
BCBS invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	578.44	0.00	0.00	0.00	578.44

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		578.44	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009935	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	15,592.88	0.00	0.00	0.00	15,592.88
BCBS invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	15,592.88	0.00	0.00	0.00	15,592.88

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		15,592.88	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009936	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	156.62	0.00	0.00	0.00	156.62
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	156.62	0.00	0.00	0.00	156.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		156.62	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009937	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	33.98	0.00	0.00	0.00	33.98
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	33.98	0.00	0.00	0.00	33.98

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		33.98	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009938	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	33.98	0.00	0.00	0.00	33.98
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	33.98	0.00	0.00	0.00	33.98

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		33.98	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009939	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	33.98	0.00	0.00	0.00	33.98
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	33.98	0.00	0.00	0.00	33.98

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		33.98	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009940	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	224.58	0.00	0.00	0.00	224.58
BCBS Invoice	APBNK - APBNK			No						

Item 3.

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	224.58	0.00	0.00	0.00	224.58

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		224.58	0%

INV0009942 | Invoice | 12/12/2025 | 12/12/2025 | 12/31/2025 | 12/12/2025 | 14,677.46 | 0.00 | 0.00 | 0.00 | 14,677.46

BCBS invoice | APBNK - APBNK | No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	14,677.46	0.00	0.00	0.00	14,677.46

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		14,677.46	0%

INV0009943 | Invoice | 12/12/2025 | 12/12/2025 | 12/31/2025 | 12/12/2025 | 443,281.58 | 0.00 | 0.00 | 0.00 | 443,281.58

BCBS invoice | APBNK - APBNK | No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	443,281.58	0.00	0.00	0.00	443,281.58

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		443,281.58	0%

INV0009944 | Invoice | 12/12/2025 | 12/12/2025 | 12/31/2025 | 12/12/2025 | 3,820.26 | 0.00 | 0.00 | 0.00 | 3,820.26

BCBS Invoice | APBNK - APBNK | No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	3,820.26	0.00	0.00	0.00	3,820.26

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		3,820.26	0%

INV0009945 | Invoice | 12/12/2025 | 12/12/2025 | 12/31/2025 | 12/12/2025 | 1,115.18 | 0.00 | 0.00 | 0.00 | 1,115.18

BCBS Invoice | APBNK - APBNK | No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,115.18	0.00	0.00	0.00	1,115.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,115.18	0%

INV0009946 | Invoice | 12/12/2025 | 12/12/2025 | 12/31/2025 | 12/12/2025 | 1,115.18 | 0.00 | 0.00 | 0.00 | 1,115.18

BCBS Invoice | APBNK - APBNK | No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,115.18	0.00	0.00	0.00	1,115.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,115.18	0%

INV0009947 | Invoice | 12/12/2025 | 12/12/2025 | 12/31/2025 | 12/12/2025 | 7,328.30 | 0.00 | 0.00 | 0.00 | 7,328.30

BCBS Invoice | APBNK - APBNK | No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	7,328.30	0.00	0.00	0.00	7,328.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		7,328.30	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009948	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	447.17	0.00	0.00	0.00	447.17
BCBS invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	447.17	0.00	0.00	0.00	447.17

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		447.17	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009949	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	1,091.18	0.00	0.00	0.00	1,091.18
BCBS invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	1,091.18	0.00	0.00	0.00	1,091.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		1,091.18	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009950	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	9.82	0.00	0.00	0.00	9.82
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	9.82	0.00	0.00	0.00	9.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		9.82	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009951	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009952	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009953	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK			No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						
INV0009954	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	17.44	0.00	0.00	0.00	17.44
BCBS Invoice	APBNK - APBNK			No						

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	**Bank Code**				**On Hold**					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	17.44	0.00	0.00	0.00	17.44

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		17.44	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009959	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	33.71	0.00	0.00	0.00	33.71
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	33.71	0.00	0.00	0.00	33.71

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		33.71	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009960	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	960.71	0.00	0.00	0.00	960.71
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	960.71	0.00	0.00	0.00	960.71

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		960.71	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009961	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009962	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Vendor: 07551 - TEXAS ASSOCIATION OF COUNTIES **Vendor Total: 894.63**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009968	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	894.63	0.00	0.00	0.00	894.63
Quarterly unemployment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Quarterly unemployment	N/A	0.00	0.00	894.63	0.00	0.00	0.00	894.63

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-200-112900	Accounts Payable		894.63	0%

Vendor: 21207 - TIFFANY D. CASTRO, CHAPTER 13 TRUSTEE **Vendor Total: 920.99**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009929	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	920.99	0.00	0.00	0.00	920.99
Chapter 13 Payment	APBNK - APBNK				No					

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	**Bank Code**				**On Hold**					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	920.99	0.00	0.00	0.00	920.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		920.99	0%

Vendor: 21492 - WEX HEALTH, INC **Vendor Total: 7.80**

INV0009941	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	7.80	0.00	0.00	0.00	7.80
Payroll Deduction	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	7.80	0.00	0.00	0.00	7.80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111300	Medical Reimb. Plan		7.80	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	32	494,216.03	0.00	0.00	0.00	494,216.03	0.00	494,216.03
	Grand Total:	**494,216.03**	**0.00**	**0.00**	**0.00**	**494,216.03**	**0.00**	**494,216.03**

Account Summary

Account	Name		Amount
999-200-112900	Accounts Payable		894.63
999-203-111200	Medical Insurance		16,862.84
999-203-111300	Medical Reimb. Plan		7.80
999-203-111301	Medical Insurance/Cafeteria		473,701.81
999-203-111450	MASA		1,010.25
999-203-111500	Wage Garnishment		1,738.70
		Total:	**494,216.03**

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT07380 - PYPKT04304 - 12/12/25 PR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: 01555 - INTERNAL REVENUE SERVICE — **Vendor Total: 219,964.72**

INV0009965	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	27,639.28	0.00	0.00	0.00	27,639.28
941 Medicare Withholdings	APBNK - APBNK				No	Payment Date: 12/12/2025			Bank Draft:	DFT0004546

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	27,639.28	0.00	0.00	0.00	27,639.28

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		27,639.28	0%

INV0009966	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	115,995.42	0.00	0.00	0.00	115,995.42
941 Social Security Withhelds	APBNK - APBNK				No	Payment Date: 12/12/2025			Bank Draft:	DFT0004547

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	115,995.42	0.00	0.00	0.00	115,995.42

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		115,995.42	0%

INV0009967	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	76,330.02	0.00	0.00	0.00	76,330.02
941 Federal Withholding	APBNK - APBNK				No	Payment Date: 12/12/2025			Bank Draft:	DFT0004548

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	76,330.02	0.00	0.00	0.00	76,330.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		76,330.02	0%

Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM — **Vendor Total: 179,503.59**

INV0009956	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	2,355.56	0.00	0.00	0.00	2,355.56
Payroll Deduction/Contributions	APBNK - APBNK				No	Payment Date: 12/31/2025			Bank Draft:	DFT0004543

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	2,355.56	0.00	0.00	0.00	2,355.56

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		2,355.56	0%

INV0009957	Invoice	12/12/2025	12/12/2025	12/31/2025	12/12/2025	177,148.03	0.00	0.00	0.00	177,148.03
Payroll Deduction/Contributions	APBNK - APBNK				No	Payment Date: 12/31/2025			Bank Draft:	DFT0004544

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	177,148.03	0.00	0.00	0.00	177,148.03

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		177,148.03	0%

Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT — **Vendor Total: 6,421.28**

INV0009930	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	5,072.43	0.00	0.00	0.00	5,072.43
Child support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 12/12/2025			Bank Draft:	DFT0004540

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	5,072.43	0.00	0.00	0.00	5,072.43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		5,072.43	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009931	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	1,100.54	0.00	0.00	0.00	1,100.54
Child Support - Payroll Deduction	APBNK - APBNK			No	**Payment Date:** 12/12/2025			**Bank Draft:**		DFT0004541

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	1,100.54	0.00	0.00	0.00	1,100.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		1,100.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009932	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	248.31	0.00	0.00	0.00	248.31
Child Support - Payroll Deduction	APBNK - APBNK			No	**Payment Date:** 12/12/2025			**Bank Draft:**		DFT0004542

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	248.31	0.00	0.00	0.00	248.31

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		248.31	0%

Vendor: 08160 - VARIABLE ANNUITY LIFE INS. **Vendor Total:** **4,834.00**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009958	Invoice	12/12/2025	12/12/2025	12/12/2025	12/12/2025	4,834.00	0.00	0.00	0.00	4,834.00
Payroll Deductions	APBNK - APBNK			No	**Payment Date:** 12/12/2025			**Bank Draft:**		DFT0004545

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deductions	N/A	0.00	0.00	4,834.00	0.00	0.00	0.00	4,834.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-112000	VALIC		4,834.00	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	410,723.59	0.00	0.00	0.00	410,723.59	410,723.59	0.00
	Grand Total:	**410,723.59**	**0.00**	**0.00**	**0.00**	**410,723.59**	**410,723.59**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		143,634.70
999-203-110200	FIT Payable		76,330.02
999-203-111401	Retirement TCDRS		179,503.59
999-203-111500	Wage Garnishment		6,421.28
999-203-112000	VALIC		4,834.00
		Total:	**410,723.59**

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT04294 - 12/11/25 Elections PR
Payroll Set: 01 - Waller County, TX

Pay Period: 11/24/2025 - 11/24/2025

Males Paid:	2
Females Paid:	7
Unknown Paid:	0
Total Employees:	9

Total Direct Deposits:	0.00
Total Check Amounts:	1,036.91

EARNINGS

Pay Code	Units	Pay Amount
Elect-Worker	0.00	1,260.00
Total:	0.00	1,260.00

TAXES

Code	Subject To	Employee	Employer
Fed W/H	1,260.00	126.70	0.00
FICA	1,260.00	78.12	78.12
Medicare	1,260.00	18.27	18.27
Total:		223.09	96.39

RECAP 01 - Waller County, TX

Earnings:	1,260.00	Benefits:	0.00	Deductions:	0.00	Taxes:	223.09	Net Pay:	1,036.91

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT07360 - PYPKT04294 - 12/11/25 Elections PR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						

Vendor: 01555 - INTERNAL REVENUE SERVICE — **Vendor Total:** **319.48**

INV0009925	Invoice	12/11/2025	12/11/2025	12/11/2025	12/11/2025	36.54	0.00	0.00	0.00	36.54
941 Medicare Withholdings	APBNK - APBNK			No	**Payment Date:** 12/11/2025			**Bank Draft:**		DFT0004537

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	36.54	0.00	0.00	0.00	36.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		36.54	0%

INV0009926	Invoice	12/11/2025	12/11/2025	12/11/2025	12/11/2025	156.24	0.00	0.00	0.00	156.24
941 Social Security Withhelds	APBNK - APBNK			No	**Payment Date:** 12/11/2025			**Bank Draft:**		DFT0004538

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	156.24	0.00	0.00	0.00	156.24

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		156.24	0%

INV0009927	Invoice	12/11/2025	12/11/2025	12/11/2025	12/11/2025	126.70	0.00	0.00	0.00	126.70
941 Federal Withholding	APBNK - APBNK			No	**Payment Date:** 12/11/2025			**Bank Draft:**		DFT0004539

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	126.70	0.00	0.00	0.00	126.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		126.70	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	319.48	0.00	0.00	0.00	319.48	319.48	0.00
	Grand Total:	**319.48**	**0.00**	**0.00**	**0.00**	**319.48**	**319.48**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		192.78
999-203-110200	FIT Payable		126.70
		Total:	**319.48**

Item 5.

Monthly Report of Joan Beaty, Waller County Treasurer

NOVEMBER 2025

THE STATE OF TEXAS
COUNTY OF WALLER

AFFIDAVIT

Pursuant to LGC 114.026, I, Joan Beaty, Waller County Treasurer do hereby submit The Treasurer's Monthly Report. This report includes, but is not limited to, money received and disbursed, debts due to and owed by the County, and other financial proceedings in the Treasurer's Office. The Treasurer's Books agree with the Auditor's General Ledger and the Bank Statements have been reconciled.

All investments are in compliance with both the Public Funds Investment Act and the Waller County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorties. As your Treasurer, I keep a watchful eye to ensure that the "return of our principal" takes precedent over the "return on our principal". {GC 2256.023}

Therefore, Joan Beaty, County Treasurer of Waller County, Texas, who being fully sworn, upon oath says that the whithin and foregoing report is true and correct to the best of her knowledge.

Filing with accompanying vouchers this **15th day of October, 2025**

Page 1 General Operating Account Funds report of money received and disbursed
Page 2 Special Funds report of money received and disbursed
Page 3 Investment Portfolio by fund
Page 4 Long Term Debt
Attachment A Unpaid claims

Joan Beaty
Joan Beaty, CIO, CCT
Waller County Treasurer

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the county auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statues as referenced. {LGC 114.026(d)}

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)}

$192,025,950.48 Month Ending Balance

Commissioners' Court Approval:

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

ATTEST:

Debbie Hollan, County Clerk

December 10, 2025
Date

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Monthly Report of Joan Beaty, Waller County Treasurer

NOVEMBER 2025

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
101 Voter Reg/Chapter 19	$6,070.89	$5.29	$0.00	$0.00	$6,076.18	$0.00	$0.00	**$6,076.18**
108 Elections	$0.00	$0.00	$0.00	$0.00	$0.00	$192,503.82	$0.00	**$192,503.82**
110 Road & Bridge	$1,247,123.29	$183,234.13	$811,598.41	$0.00	$618,759.01	$0.00	$9,435,695.91	**$10,054,454.92**
111 Law Library	$1,739.92	$2,083.73	$587.63	$0.00	$3,236.02	$308,189.48	$0.00	**$311,425.50**
112 Title IV Juv. Justice	$0.00	$0.00	$0.00	$0.00	$0.00	$103,637.45	$0.00	**$103,637.45**
113 DC Recs. Pres.	$0.00	$25.51	$0.00	$0.00	$25.51	$29,610.69	$0.00	**$29,636.20**
114 County RMPF	$1,776.51	$1,985.72	$0.00	$0.00	$3,762.23	$187,810.40	$0.00	**$191,572.63**
115 CC Recs. Pres.	$3,985.35	$12,892.61	$0.00	$0.00	$16,877.96	$319,868.68	$0.00	**$336,746.64**
116 CC Preservation	$47.09	$134.16	$0.00	$0.00	$181.25	$40,388.79	$0.00	**$40,570.04**
117 Courthouse Security	$2,142.89	$3,627.49	$0.00	$0.00	$5,770.38	$316,595.98	$0.00	**$322,366.36**
118 Graffiti	$0.12	$0.00	$0.00	$0.00	$0.12	$1,055.54	$0.00	**$1,055.66**
119 JP Technology	$942.61	$1,912.62	$600.00	$0.00	$2,255.23	$92,004.63	$0.00	**$94,259.86**
120 DC/Child Abuse Prev	$0.00	$0.00	$0.00	$0.00	$0.00	$1,858.54	$0.00	**$1,858.54**
121 Family Protection	$0.00	$0.00	$0.00	$0.00	$0.00	$43,264.06	$0.00	**$43,264.06**
122 Guardianship	-$4,668.15	$470.00	$500.00	$0.00	-$4,698.15	$58,106.14	$0.00	**$53,407.99**
123 Justice Crt. Sec.	$10.55	$9.57	$0.00	$0.00	$20.12	$27,077.91	$0.00	**$27,098.03**
124 CC-Technology	$2.82	$41.31	$0.00	$0.00	$44.13	$9,681.51	$0.00	**$9,725.64**
125 General	$204,483.27	$3,618,795.42	$2,779,590.91	-$350.28	$1,043,337.50	$38,709,978.33	$18,648,851.96	**$58,402,167.79**
126 DC-Technology	$0.00	$3.28	$0.00	$0.00	$3.28	$4,832.41	$0.00	**$4,835.69**
127 CC-RPD	$0.00	$0.00	$0.00	$0.00	$0.00	$39,678.00	$0.00	**$39,678.00**
128 DC-RPD	$0.00	$10.01	$0.00	$0.00	$10.01	$32,169.14	$0.00	**$32,179.15**
129 DA Pretrial Div. Fee	$4,595.32	$4,002.36	$5,889.19	$0.00	$2,708.49	$74,086.83	$0.00	**$76,795.32**
131 Juv. Case Manager	$2,143.71	$21.24	$0.00	$0.00	$2,164.95	$0.00	$0.00	**$2,164.95**
132 Fire Marshal Fund	$70,242.67	$60.45	$909.79	$0.00	$69,393.33	$0.00	$0.00	**$69,393.33**
135 Court Facility	$84,093.54	$1,263.44	$0.00	$0.00	$85,356.98	$0.00	$0.00	**$85,356.98**
137 Justice Crt. Support	$122,637.51	$3,747.59	$0.00	$0.00	$126,385.10	$0.00	$0.00	**$126,385.10**
181 Available School	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$750,230.85	**$750,230.85**
186 Ogg Trust	$20,378.75	$17.77	$0.00	$0.00	$20,396.52	$0.00	$0.00	**$20,396.52**
191 Narcotic Program	$10.69	$0.00	$0.00	$0.00	$10.69	$0.00	$0.00	**$10.69**
192 Federal Forfeiture	$0.00	$0.00	$0.00	$0.00	$0.00	$151,075.46	$0.00	**$151,075.46**
212 SCAAP-Federal Rev.	$122,183.35	$0.00	$0.00	$0.00	$122,183.35	$0.00	$0.00	**$122,183.35**
228 CJD-VOCA #4254701	-$26,884.73	$2,797.91	$5,960.15	$0.00	-$30,046.97	$0.00	$0.00	**-$30,046.97**
234 STEP CMV-00029	-$11,872.73	$3,926.11	$1,226.61	$0.00	-$9,173.23	$0.00	$0.00	**-$9,173.23**
235 STEP COMP-00094	-$19,330.62	$1,862.64	$4,949.49	$0.00	-$22,417.47	$0.00	$0.00	**-$22,417.47**
241 ARPA Grant	$127,767.78	$0.00	$26,371.54	$0.00	$101,396.24	$0.00	$0.00	**$101,396.24**
244 LHMPP Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
245 CDBG-MIT Brookshire	-$25.80	$0.00	$0.00	$0.00	-$25.80	$0.00	$0.00	**-$25.80**
246 CDBG-MIT Prairie View	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
247 C4 Radio Grant #5005301	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
307 SAVNS Grant#1446517	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
311 Formula Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
318 TJJD-A	$107,542.78	$54,763.00	$21,535.82	$130.28	$140,900.24	$0.00	$0.00	**$140,900.24**
324 SB22 Grant - DA	$34,456.99	$10.87	$21,991.75	$0.00	$12,476.11	$0.00	$0.00	**$12,476.11**
325 SB22 Grant - SO	$56,542.02	$13.08	$41,534.47	$0.00	$15,020.63	$0.00	$0.00	**$15,020.63**
326 HGAC Recycle Grant	-$33,615.44	$33,615.44	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
413 SETH Grant	$50,000.00	$0.00	$0.00	$0.00	$50,000.00	$0.00	$0.00	**$50,000.00**
515 Debt Service	$0.00	$37,300.00	$0.00	$0.00	$37,300.00	$0.00	$1,160,277.77	**$1,197,577.77**
604 Co. Courthouse Project	$0.00	$587,417.40	$587,417.40	$0.00	$0.00	$0.00	$5,606,207.59	**$5,606,207.59**
605 Mobility Bond Ser 2024	$0.00	$1,111,080.38	$1,111,080.38	$0.00	$0.00	$0.00	$102,485,795.75	**$102,485,795.75**
606 Tax Notes, Series 2025	$134,365.57	$241,869.03	$376,234.60	$0.00	$0.00	$0.00	$9,940,735.03	**$9,940,735.03**
999 Payroll	$579,614.13	$2,817,330.42	$2,801,242.08	$0.00	$595,702.47	$0.00	$0.00	**$595,702.47**
Totals	**$2,888,502.65**	**$8,726,329.98**	**$8,599,220.22**	**-$220.00**	**$3,015,392.41**	**$40,743,473.79**	**$148,027,794.86**	**$191,786,661.06**
				Plus Outstanding Checks	$299,976.38			
				Treasurer's Bank Balance	**$3,315,368.79**			
				PB Statement Balance	$3,315,368.79			
				Reconciled Bank Balance	**$3,315,368.79**			

Monthly Report of Joan Beaty, Waller County Treasurer
NOVEMBER 2025

Miscellaneous Accounts

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
188 Dismuke Estate	$0.00	$0.00	$0.00	$0.00	**$0.00**	$76,913.15	$0.00	**$76,913.15**
				Bank Statement Balance	$0.00			
189 Hospital Trust	$0.00	$0.00	$0.00	$0.00	**$0.00**	$3,556.47	$0.00	**$3,556.47**
				Bank Statement Balance	$0.00			
238 GLO Buyout/Acq Grant	$375.11	$0.23	$0.00	$0.00	**$375.34**	$0.00	$0.00	**$375.34**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$375.34			
239 GLO Infrastructure Grant	$0.26	$0.00	$0.00	$0.00	**$0.26**	$0.00	$0.00	**$0.26**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$0.26			
801 JP1 Report Acct	$27,199.05	$38,997.13	$41,827.63	$0.00	**$24,368.55**	$0.00	$0.00	**$24,368.55**
				Bank Statement Balance	$24,368.55			
802 JP2 Report Acct	$10,514.04	$22,227.22	$25,523.82	$0.00	**$7,217.44**	$0.00	$0.00	**$7,217.44**
				Bank Statement Balance	$7,217.44			
803 JP3 Report Acct	$7,923.49	$4.63	$935.00	$0.00	**$6,993.12**	$0.00	$0.00	**$6,993.12**
				Bank Statement Balance	$6,993.12			
804 JP4 Report Acct	$11,357.13	$40,438.49	$33,696.51	$0.00	**$18,099.11**	$0.00	$0.00	**$18,099.11**
				Bank Statement Balance	$18,099.11			
805 DC E-Filing	$766.74	$11,755.00	$7,021.70	$0.00	**$5,500.04**	$0.00	$0.00	**$5,500.04**
				Bank Statement Balance	$5,500.04			
807 CC Recording Fee	$13,916.43	$47,734.90	$41,160.00	$0.00	**$20,491.33**	$0.00	$0.00	**$20,491.33**
				Bank Statement Balance	$20,491.33			
808 CC Credit Card	$2,064.84	$10,860.24	$9,227.00	$0.00	**$3,698.08**	$0.00	$0.00	**$3,698.08**
				Bank Statement Balance	$3,698.08			
810 CC E-Filing	$8,926.96	$7,656.51	$6,414.00	$0.00	**$10,169.47**	$0.00	$0.00	**$10,169.47**
				Bank Statement Balance	$10,169.47			
811 DC Credit Card	$506.55	$8,919.18	$5,718.70	$0.00	**$3,707.03**	$0.00	$0.00	**$3,707.03**
				Bank Statement Balance	$3,707.03			
812 R&B Credit Card	$6,735.94	$121,523.56	$87,577.50	$0.00	**$40,682.00**	$0.00	$0.00	**$40,682.00**
				Bank Statement Balance	$40,682.00			
814 FM Credit Card	$184.94	$10,389.18	$5,630.00	$0.00	**$4,944.12**	$0.00	$0.00	**$4,944.12**
				Bank Statement Balance	$4,944.12			
815 Environmental Cr Card	$2,338.21	$11,662.74	$6,755.00	$0.00	**$7,245.95**	$0.00	$0.00	**$7,245.95**
				Bank Statement Balance	$7,245.95			
816 JP1 Efile	$1,070.55	$1,214.79	$1,149.00	$0.00	**$1,136.34**	$0.00	$0.00	**$1,136.34**
				Bank Statement Balance	$1,136.34			
817 JP2 Efile	$166.16	$1,008.16	$1,140.00	$0.00	**$34.32**	$0.00	$0.00	**$34.32**
				Bank Statement Balance	$34.32			
818 JP3 Efile	$2,252.66	$3,138.65	$1,788.00	$0.00	**$3,603.31**	$0.00	$0.00	**$3,603.31**
				Bank Statement Balance	$3,603.31			
819 JP4 Efile	$428.01	$1,572.34	$1,521.00	$0.00	**$479.35**	$0.00	$0.00	**$479.35**
				Bank Statement Balance	$479.35			
820 Treasurer Credit Card	$0.29	$7,344.86	$7,270.51	$0.00	**$74.64**	$0.00	$0.00	**$74.64**
				Bank Statement Balance	$74.64			

WALLER COUNTY
INVESTMENT PORTFOLIO FOR MONTH ENDING
NOVEMBER 2025

ACTIVITY

FINANCIAL INSTRUMENT AND INVESTED FUND	PURCHASE PRICE	MTD YIELD	BEGINNING BALANCE	TRANSFERS	MTD INTEREST	ENDING BALANCE
TEXAS CLASS INVESTMENTS						
125-General	$18,827,366.32	4.2753%	$18,827,366.32	($241,869.03)	$63,354.67	$18,648,851.96
110-R&B	$9,403,902.44	4.2753%	$9,403,902.44	$0.00	$31,793.47	$9,435,695.91
515-Debt Service	$1,156,368.23	4.2753%	$1,156,368.23	$0.00	$3,909.54	$1,160,277.77
181-Permanent School	$747,702.93	4.2753%	$747,702.93	$0.00	$2,527.92	$750,230.85
604-Co Courthouse Project	$6,173,412.86	4.2753%	$6,173,412.86	($587,417.40)	$20,212.13	$5,606,207.59
605-Mobility Bond 2024	$103,249,173.74	4.2753%	$103,249,173.74	($1,111,080.38)	$347,702.39	$102,485,795.75
606-Tax Notes, Series 2025	$9,907,239.81	4.2753%	$9,907,239.81	$0.00	$33,495.22	$9,940,735.03
TEXPOOL INVESTMENTS						
108-Elections	$191,874.80	4.1418%	$191,874.80	$0.00	$629.02	$192,503.82
111-Law Library	$307,182.44	4.1418%	$307,182.44	$0.00	$1,007.04	$308,189.48
112-Title IV Juvenile Justice	$103,298.80	4.1418%	$103,298.80	$0.00	$338.65	$103,637.45
113-RPF District Clerk	$29,513.93	4.1418%	$29,513.93	$0.00	$96.76	$29,610.69
114-County RMPF	$187,196.71	4.1418%	$187,196.71	$0.00	$613.69	$187,810.40
115-RPF County Clerk	$318,823.52	4.1418%	$318,823.52	$0.00	$1,045.16	$319,868.68
116-CC Preservation	$40,256.83	4.1418%	$40,256.83	$0.00	$131.96	$40,388.79
117-Courthouse Security	$315,561.49	4.1418%	$315,561.49	$0.00	$1,034.49	$316,595.98
118-Graffiti	$1,052.14	4.1418%	$1,052.14	$0.00	$3.40	$1,055.54
119-JP Technology	$91,704.02	4.1418%	$91,704.02	$0.00	$300.61	$92,004.63
120-DC Child Abuse Prev.	$1,852.51	4.1418%	$1,852.51	$0.00	$6.03	$1,858.54
121-Family Protect Fee	$43,122.67	4.1418%	$43,122.67	$0.00	$141.39	$43,264.06
122-Guardianship	$57,916.26	4.1418%	$57,916.26	$0.00	$189.88	$58,106.14
123-Justice Court Security	$26,989.42	4.1418%	$26,989.42	$0.00	$88.49	$27,077.91
124-CC Technology	$9,649.85	4.1418%	$9,649.85	$0.00	$31.66	$9,681.51
125-General	$41,576,962.06	4.1418%	$41,576,962.06	($3,000,000.00)	$133,016.27	$38,709,978.33
126-DC Technology	$4,816.65	4.1418%	$4,816.65	$0.00	$15.76	$4,832.41
127-CC RP Digitizing	$39,548.36	4.1418%	$39,548.36	$0.00	$129.64	$39,678.00
128-DC RP Digitizing	$32,064.00	4.1418%	$32,064.00	$0.00	$105.14	$32,169.14
129-DA Pretrial Diversion	$73,844.75	4.1418%	$73,844.75	$0.00	$242.08	$74,086.83
188-Dismuke	$76,661.87	4.1418%	$76,661.87	$0.00	$251.28	$76,913.15
189-Hospital	$3,544.85	4.1418%	$3,544.85	$0.00	$11.62	$3,556.47
192-Federal Forfeiture	$150,581.83	4.1418%	$150,581.83	$0.00	$493.63	$151,075.46
TOTALS	**$193,149,186.09**		**$193,149,186.09**	**($4,940,366.81)**	**$642,918.99**	**$188,851,738.27**

STATISTICS

1. THIS PORTFOLIO IS IN COMPLIANCE WITH THE WALLER COUNTY INVESTMENT POLICY AND APPLICABLE LAW.
2. CURRENT INVESTMENTS ARE AVAILABLE SAME OR NEXT DAY TO MAXIMIZE OPERATING FUNDS.
3. AS A COMPARATIVE BENCHMARK THE AVERAGE 90 DAY T-BILL RATE THIS MONTH **3.84%**
4. THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: **$188,851,738.27**
5. PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: **$30,607,868.06**
   THIS AMOUNT WAS ADEQUATE TO SECURE ALL DEPOSITS AT PROSPERITY BANK.
6. TexPool Rated: AAAm by Standard & Poor's.
7. Texas CLASS Rated: AAAm by Standard & Poor's.
8. THIS REPORT IS PROVIDED ON A MONTHLY BASIS EXCEEDING THE PUBLIC FUNDS INVESTMENT ACT AND WALLER COUNTY INVESTMENT POLICY REQUIREMENTS TO KEEP THE COMMISSIONERS' COURT FULLY INFORMED.

WALLER COUNTY, TEXAS

Summary of Debt

Prepared by Alan Younts, Waller County Auditor

Total Capital Leases

Year	Principal	Interest
2024	$0.00	$0.00
2025	$0.00	$0.00
2026	$0.00	$0.00
2027	$0.00	$0.00
2028	$0.00	$0.00
2029-2033	$0.00	$0.00
2034-2038	$0.00	$0.00
2039-2043	$0.00	$0.00
	$0.00	$0.00

Total Bonds

Year	Principal	Interest
2024	$4,085,000.00	$2,679,200.76
2025	$4,235,000.00	$2,534,241.01
2026	$4,390,000.00	$2,375,519.76
2027	$4,560,000.00	$2,209,879.01
2028	$4,035,000.00	$2,036,175.01
2029-2033	$18,310,000.00	$7,907,912.55
2034-2038	$21,020,000.00	$4,174,646.60
2039-2043	$10,630,000.00	$1,100,575.00
	$71,265,000.00	$25,018,149.70

Treasurer's Record of Unpaid Claims	As of	11/30/2025	
Vendors	Date Registered	Reg #	Amount Registered
QUILL CORPORATION	04/18/23	3675	$ 132.06
SPARKLIGHT	07/05/23	5416	$ (322.29)
RICOH USA, INC.	09/26/23	7478	$ 260.24
ENTEC PEST MANAGEMENT INC	10/30/23	8234	$ 250.00
NAPA AUTO PARTS	01/26/24	10292	$ 20.34
KING RANCH AG & TURF	04/11/24	12554	$ (16.00)
DIRECT ENERGY BUSINESS,LLC	10/17/24	17540	$ 34.53
HOUSTON AREA POLICE CHIEFS ASSOCIATION	11/18/24	18477	$ 60.00
CARRINGTON,PATRICE	12/02/24	18727	$ 300.00
CARRINGTON,PATRICE	12/02/24	18728	$ 300.00
XEROX CORPORATION	01/06/25	19692	$ 224.82
XEROX CORPORATION	01/06/25	19693	$ 298.95
BECKENDORFF, JUSTIN	01/06/25	19695	$ 52.34
XEROX CORPORATION	01/09/25	19776	$ 168.36
PAPE-DAWSON ENGINEERS	01/09/25	19794	$ 1,930.50
PAPE-DAWSON ENGINEERS	01/09/25	19796	$ 4,752.00
TAE4-HYDP DISTRICT 9	01/16/25	20014	$ 110.00
WAUKESHA-PEARCE INDUSTRIES, LLC	02/28/25	21269	$ 60,106.00
XEROX CORPORATION	03/24/25	21945	$ 238.47
ODP BUSINESS SOLUTIONS, LLC	04/22/25	22855	$ 540.99
FORD, RUSSELL	04/28/25	22968	$ 65.00
QUILL CORPORATION	04/28/25	22980	$ 3,114.85
ROGER N ADAIR	05/27/25	23876	$ 550.00
WAUKESHA-PEARCE INDUSTRIES, LLC	06/30/25	24796	$ 74,723.00
TYLER TECHNOLOGIES, INC	07/30/25	25792	$ 40,990.00
TRAVIS COUNTY CLERK	08/06/25	25873	$ 607.00
TEXAS STAR TRANSPORT, LLC	08/07/25	25963	$ 3,016.15
SCHMIDT FUNERAL HOME	08/07/25	26059	$ 2,495.00
XEROX CORPORATION	08/11/25	26071	$ 236.94
ODP BUSINESS SOLUTIONS, LLC	08/13/25	26215	$ 74.89
SPARKLIGHT	09/03/25	26646	$ 545.93
XEROX CORPORATION	09/03/25	26668	$ 243.87
GRANTWORKS, INC	09/04/25	26722	$ 6,160.77
STEWART, RAYMOND	09/09/25	26977	$ 410.55
QUADIENT	09/10/25	27001	$ 511.59
SPARKLIGHT	09/10/25	27005	$ 125.93
WALLER COUNTY ECONOMIC DEV.	09/10/25	27010	$ 75,000.00
CITIBANK, N.A	09/18/25	27177	$ 2,016.98
LAROCHE	09/18/25	27186	$ 536.64
GFT INFRASTRUCTURE INC	09/22/25	27290	$ 151,574.98
GALLS, LLC	09/23/25	27357	$ 192.68
THE RANDLE LAW OFFICE	09/23/25	27372	$ 680.00
INNOVATIVE COMMUNICATION SYSTEMS	09/23/25	27388	$ 950.00
PITNEY BOWES INC	09/23/25	27399	$ 156.75
QUIDDITY	09/24/25	27445	$ 10,999.00
SOUTHERN SOFTWARE, INC.	09/25/25	27454	$ 2,185.00
BECKWORTH, BENJAMIN	09/26/25	27532	$ 3,070.00
VERIZON	10/01/25	27603	$ 37.99
SKELTON BUSINESS EQUIPMENT	10/02/25	27637	$ 234.00
XEROX CORPORATION	10/08/25	27744	$ 379.73
XEROX CORPORATION	10/08/25	27745	$ 555.07
L&W SUPPLYE CORPORATION	10/08/25	27795	$ 3,116.25
UNITED AG & TURF	10/08/25	27811	$ (16.74)
HOMETOWN HARDWARE	10/08/25	27812	$ 37.99
SPARKLIGHT	10/09/25	27847	$ 1,091.86
XEROX CORPORATION	10/10/25	27869	$ 237.49
XEROX CORPORATION	10/10/25	27873	$ 262.77
XEROX CORPORATION	10/15/25	27918	$ 394.33
INNOVATIVE COMMUNICATION SYSTEMS	10/15/25	27974	$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	10/15/25	27975	$ 175.00
LDD BLUELINE	10/15/25	27984	$ 3,712.50
LDD BLUELINE	10/15/25	27985	$ 2,878.72
LDD BLUELINE	10/15/25	27986	$ 1,207.21
SPARKLIGHT	10/15/25	27992	$ 150.00
PLATINUM COPIER SOLUTIONS	10/16/25	27998	$ 250.00
BRADY INDUSTRIES	10/16/25	28002	$ 3,120.16
SCHMIDT FUNERAL HOME	10/16/25	28030	$ 1,175.00
HOMETOWN HARDWARE	10/20/25	28084	$ 41.16
HOMETOWN HARDWARE	10/20/25	28085	$ 51.97
HOMETOWN HARDWARE	10/20/25	28087	$ 149.00
AMERICAN PATRIOT INDUSTRIES	10/20/25	28088	$ 2,415.83
HD SUPPLY FACILITIES MAINTENCE, LTD.	10/21/25	28142	$ (71.20)

Treasurer's Record of Unpaid Claims	As of	11/30/2025	
Vendors	Date Registered	Reg #	Amount Registered
HD SUPPLY FACILITIES MAINTENCE, LTD.	10/21/25	28143	$ 81.39
HD SUPPLY FACILITIES MAINTENCE, LTD.	10/21/25	28144	$ 197.79
CLASSIC EVENTS CATERING & CAFÉ	10/21/25	28164	$ 4,600.00
ODP BUSINESS SOLUTIONS, LLC	10/22/25	28220	$ 206.80
CANON FINANCIAL SERVICES, INC.	10/22/25	28225	$ 461.91
HOMETOWN HARDWARE	10/22/25	28233	$ 38.94
HOMETOWN HARDWARE	10/22/25	28245	$ 67.96
IMPERIAL WOODWORKS	10/22/25	28250	$ 25,296.00
HOMETOWN HARDWARE	10/22/25	28254	$ 333.68
HOMETOWN HARDWARE	10/22/25	28255	$ 103.10
HOMETOWN HARDWARE	10/22/25	28256	$ 5.98
XEROX CORPORATION	10/28/25	28290	$ 94.47
BRADY INDUSTRIES	10/29/25	28339	$ 5,426.36
GIGATRON SOFTWARE CORPORATION	10/29/25	28350	$ 724.00
TRINICOM COMMUNICATIONS, LLC	10/29/25	28354	$ 107.49
HOMETOWN HARDWARE	10/29/25	28355	$ 57.00
HOMETOWN HARDWARE	10/29/25	28356	$ 449.95
HOMETOWN HARDWARE	10/29/25	28357	$ 7.18
HOMETOWN HARDWARE	10/29/25	28358	$ 76.56
HOMETOWN HARDWARE	10/29/25	28359	$ 321.69
VOSS LIGHTING	10/29/25	28360	$ 2,039.00
ODP BUSINESS SOLUTIONS, LLC	10/30/25	28369	$ 62.59
SAN BERNARD ELECTRIC CO-OP	10/30/25	28374	$ 12,820.13
DELL MARKETING L.P	10/30/25	28382	$ 5,774.90
HOMETOWN HARDWARE	10/30/25	28388	$ 88.57
AT&T	11/10/25	28442	$ 13,846.95
VERIZON	11/10/25	28443	$ 37.99
HOMETOWN HARDWARE	11/10/25	28458	$ 197.87
HOMETOWN HARDWARE	11/10/25	28459	$ 35.98
HOMETOWN HARDWARE	11/10/25	28460	$ 11.99
HOMETOWN HARDWARE	11/10/25	28461	$ 75.92
HOMETOWN HARDWARE	11/10/25	28462	$ 21.55
XEROX CORPORATION	11/10/25	28473	$ 332.78
HOMETOWN HARDWARE	11/10/25	28507	$ 95.94
HOMETOWN HARDWARE	11/10/25	28508	$ 69.99
HOMETOWN HARDWARE	11/10/25	28509	$ 15.57
FORT BEND MEDICAL EXAMINER	11/10/25	28519	$ 10,400.00
HOMETOWN HARDWARE	11/12/25	28545	$ 49.56
HOMETOWN HARDWARE	11/12/25	28546	$ 133.70
HOMETOWN HARDWARE	11/12/25	28547	$ 2.79
HOMETOWN HARDWARE	11/12/25	28548	$ 185.96
WORKPLACE PRO	11/12/25	28550	$ 126.75
HOMETOWN HARDWARE	11/12/25	28559	$ 119.97
HOMETOWN HARDWARE	11/12/25	28560	$ 7.18
J&M CABLING SOLUTIONS	11/12/25	28571	$ 2,035.00
VOSS LIGHTING	11/12/25	28573	$ 868.40
CITY ELECTRIC SUPPLY	11/12/25	28574	$ 97.02
TAC SECURITY	11/12/25	28599	$ 790.00
TAC SECURITY	11/12/25	28600	$ 525.00
TAC SECURITY	11/12/25	28601	$ 320.00
TAC SECURITY	11/12/25	28602	$ 450.00
TAC SECURITY	11/12/25	28606	$ 540.00
ODP BUSINESS SOLUTIONS, LLC	11/12/25	28611	$ 226.54
ODP BUSINESS SOLUTIONS, LLC	11/12/25	28612	$ 30.03
ODP BUSINESS SOLUTIONS, LLC	11/12/25	28613	$ 51.80
ODP BUSINESS SOLUTIONS, LLC	11/12/25	28614	$ 59.82
ODP BUSINESS SOLUTIONS, LLC	11/12/25	28615	$ 177.19
ODP BUSINESS SOLUTIONS, LLC	11/12/25	28617	$ 65.88
CITY OF HEMPSTEAD	11/12/25	28618	$ 90,024.86
ULINE SHIPPING SUPPLY SPECIALISTS	11/13/25	28622	$ 2,897.87
SCHMIDT FUNERAL HOME	11/13/25	28625	$ 1,125.00
AMERICAN PATRIOT INDUSTRIES	11/13/25	28668	$ 573.00
AMERICAN PATRIOT INDUSTRIES	11/13/25	28669	$ 2,266.97
RICOH USA INC.	11/13/25	28672	$ 74.09
BRADY INDUSTRIES	11/13/25	28674	$ 1,062.91
BRADY INDUSTRIES	11/13/25	28675	$ 198.70
BRADY INDUSTRIES	11/13/25	28676	$ 1,582.88
WADE SPRINKLER SERVICES	11/13/25	28680	$ 720.00
WADE SPRINKLER SERVICES	11/13/25	28681	$ 4,475.00
WILEY, ROBYN	11/13/25	28682	$ 165.00
INNOVATIVE COMMUNICATION SYSTEMS	11/13/25	28691	$ 87.50
AGEINT SECURITY	11/13/25	28692	$ 65.00

Treasurer's Record of Unpaid Claims	As of	11/30/2025	
Vendors	Date Registered	Reg #	Amount Registered
DELL MARKETING L.P	11/13/25	28693	$ 12,362.45
GRANTWORKS, INC	11/13/25	28694	$ 3,339.54
LJA ENGINEERING	11/13/25	28695	$ 28,125.00
LJA ENGINEERING	11/13/25	28696	$ 17,250.00
LJA ENGINEERING	11/13/25	28697	$ 22,012.50
LJA ENGINEERING	11/13/25	28698	$ 51,600.00
CIVIL CORP	11/13/25	28699	$ 85,124.45
CIVIL CORP	11/13/25	28700	$ 95,731.15
EDMINSTER HINSHAW RUSS & ASSOC	11/13/25	28701	$ 130,051.23
GRADIENTS GROUP	11/13/25	28702	$ 52,549.02
TEDSI INFRASTRUCTURE GROUP	11/13/25	28703	$ 75,876.50
TRILOGY ENGINEERING SERVICES LLC	11/13/25	28704	$ 15,450.00
TYLER TECHNOLOGIES, INC	11/14/25	28717	$ 51,933.91
XEROX CORPORATION	11/14/25	28733	$ 276.11
XEROX CORPORATION	11/17/25	28735	$ 252.59
XEROX CORPORATION	11/17/25	28736	$ 182.56
XEROX CORPORATION	11/17/25	28737	$ 214.19
XEROX CORPORATION	11/17/25	28738	$ 195.56
XEROX CORPORATION	11/17/25	28739	$ 278.34
XEROX CORPORATION	11/17/25	28740	$ 225.52
XEROX CORPORATION	11/17/25	28741	$ 245.47
XEROX CORPORATION	11/17/25	28742	$ 519.80
XEROX CORPORATION	11/17/25	28743	$ 192.11
XEROX CORPORATION	11/17/25	28744	$ 264.74
XEROX CORPORATION	11/17/25	28745	$ 331.34
XEROX CORPORATION	11/17/25	28746	$ 236.58
XEROX CORPORATION	11/17/25	28747	$ 202.27
XEROX CORPORATION	11/17/25	28748	$ 189.20
XEROX CORPORATION	11/17/25	28749	$ 272.43
XEROX CORPORATION	11/17/25	28750	$ 436.63
XEROX CORPORATION	11/17/25	28751	$ 194.39
XEROX CORPORATION	11/17/25	28752	$ 288.25
XEROX FINANCIAL SERVICES	11/17/25	28753	$ 240.00
HOMETOWN HARDWARE	11/17/25	28754	$ 139.98
HOMETOWN HARDWARE	11/17/25	28755	$ 89.99
HOMETOWN HARDWARE	11/17/25	28756	$ 27.99
HOMETOWN HARDWARE	11/17/25	28757	$ 27.99
HOMETOWN HARDWARE	11/17/25	28758	$ 165.96
HOMETOWN HARDWARE	11/17/25	28759	$ 59.97
HOMETOWN HARDWARE	11/17/25	28760	$ 59.54
HOMETOWN HARDWARE	11/17/25	28761	$ 12.58
HOMETOWN HARDWARE	11/17/25	28762	$ 29.98
HOMETOWN HARDWARE	11/17/25	28763	$ 59.98
HOMETOWN HARDWARE	11/17/25	28764	$ 45.97
HOMETOWN HARDWARE	11/17/25	28765	$ 26.58
HOMETOWN HARDWARE	11/17/25	28766	$ 48.98
HOMETOWN HARDWARE	11/17/25	28767	$ 27.17
HOMETOWN HARDWARE	11/17/25	28768	$ 74.99
ODP BUSINESS SOLUTIONS, LLC	11/17/25	28773	$ 41.78
ODP BUSINESS SOLUTIONS, LLC	11/17/25	28774	$ 21.72
ODP BUSINESS SOLUTIONS, LLC	11/17/25	28775	$ 24.62
ODP BUSINESS SOLUTIONS, LLC	11/17/25	28776	$ 53.68
WALLER COUNTY ASPHALT	11/17/25	28777	$ 27,328.65
WALLER COUNTY ASPHALT	11/17/25	28778	$ 37,546.85
QUADIENT	11/17/25	28779	$ 141.11
TEXAS STAR TRANSPORT, LLC	11/17/25	28781	$ 2,487.55
TEXAS STAR TRANSPORT, LLC	11/17/25	28782	$ 3,047.63
TEXAS STAR TRANSPORT, LLC	11/17/25	28783	$ 3,027.78
TEXAS STAR TRANSPORT, LLC	11/17/25	28784	$ 3,362.95
TEXAS STAR TRANSPORT, LLC	11/17/25	28785	$ 1,599.25
TEXAS STAR TRANSPORT, LLC	11/17/25	28786	$ 760.41
TEXAS STAR TRANSPORT, LLC	11/17/25	28787	$ 3,228.43
TEXAS STAR TRANSPORT, LLC	11/17/25	28788	$ 3,258.53
TEXAS STAR TRANSPORT, LLC	11/17/25	28789	$ 3,049.20
TEXAS STAR TRANSPORT, LLC	11/17/25	28790	$ 3,317.60
TEXAS STAR TRANSPORT, LLC	11/17/25	28791	$ 1,618.15
TEXAS STAR TRANSPORT, LLC	11/17/25	28792	$ 1,676.12
TEXAS STAR TRANSPORT, LLC	11/17/25	28793	$ 2,291.63
TEXAS STAR TRANSPORT, LLC	11/17/25	28794	$ 1,589.17
TEXAS STAR TRANSPORT, LLC	11/17/25	28795	$ 769.86
NAPA AUTO PARTS	11/17/25	28796	$ 30.98
NAPA AUTO PARTS	11/17/25	28797	$ 40.99

Treasurer's Record of Unpaid Claims	As of	11/30/2025	
Vendors	Date Registered	Reg #	Amount Registered
NAPA AUTO PARTS	11/17/25	28798	$ 302.59
NAPA AUTO PARTS	11/17/25	28799	$ 9.49
NAPA AUTO PARTS	11/17/25	28800	$ 169.94
WALLER COUNTY BUTANE	11/17/25	28801	$ 307.90
K&H PORTABLE TOILETS, INC	11/17/25	28802	$ 156.25
SCOTT-MEERIMAN, INC	11/17/25	28803	$ 1,945.90
QUADIENT	11/17/25	28804	$ 453.30
BORJIAN, SOHEYL	11/17/25	28805	$ 1,950.00
TURNER, SUMAR	11/17/25	28806	$ 32.01
JOHNSTONE SUPPLY	11/17/25	28807	$ 5,406.94
USRA DYNAMICS LLC	11/17/25	28808	$ 24,150.00
CROSSROADS MOVING	11/17/25	28809	$ 4,440.00
HART INTERCIVIC, INC	11/17/25	28810	$ 9,630.91
LOCAL L.P GAS INC.	11/17/25	28811	$ 52.00
PECHUKAS, ROBERT	11/17/25	28812	$ 15.16
AMERICAN FIRE SYSTEMS INC.	11/17/25	28813	$ 160.00
AMERICAN FIRE SYSTEMS INC.	11/17/25	28814	$ 160.00
AMERICAN FIRE SYSTEMS INC.	11/17/25	28815	$ 160.00
AMERICAN FIRE SYSTEMS INC.	11/17/25	28816	$ 160.00
AMERICAN FIRE SYSTEMS INC.	11/17/25	28817	$ 160.00
AMERICAN FIRE SYSTEMS INC.	11/17/25	28818	$ 160.00
KELLY, CODI	11/17/25	28819	$ 299.46
KELLY, CODI	11/17/25	28820	$ 45.31
KELLY, CODI	11/17/25	28821	$ 13.42
BENFORD, TAMARA	11/17/25	28822	$ 81.20
HART INTERCIVIC, INC	11/17/25	28823	$ 1,125.00
THE WALLER COUNTY EXPRESS	11/17/25	28824	$ 230.00
UNITED STATES POSTAL SERVICE	11/17/25	28825	$ 370.00
WELLS FARGO VENDROR FINANCIAL SERVICES, LLC	11/17/25	28826	$ 176.43
GILES, LASHAWN	11/18/25	28827	$ 427.50
DUHON, TREY	11/18/25	28828	$ 215.00
DUHON, TREY	11/18/25	28829	$ 600.36
KELLEY, MCKENZIE	11/18/25	28830	$ 81.50
GULF COAST RAIL DISTRICT	11/18/25	28831	$ 7,500.00
GONZALEZ, STEFANIE M.	11/18/25	28832	$ 716.13
TRANSPORTATION ADVOCACY GROUP	11/18/25	28833	$ 5,000.00
UNITED STATE POSTAL SERVICE	11/18/25	28834	$ 300.00
KELLEY, MCKENZIE	11/18/25	28835	$ 84.99
REDICARPET	11/18/25	28836	$ 263.09
REDICARPET	11/18/25	28837	$ 12,350.92
INTEGRATED PRESCRIPTION MANAGEMENT	11/18/25	28838	$ 28.07
INTEGRATED PRESCRIPTION MANAGEMENT	11/18/25	28839	$ 50.00
HEALTHPOINT HEMPSTEAD BVCA, INC	11/18/25	28840	$ 33.95
LABCORP OF AMERICAN HOLDING	11/18/25	28841	$ 11.25
MIDCOAST MEDICAL CENTER	11/18/25	28842	$ 270.79
DELL MARKETING L.P	11/18/25	28843	$ 1,356.29
THE RANDLE LAW OFFICE	11/18/25	28844	$ 1,680.00
J&M CABLING SOLUTIONS	11/18/25	28845	$ 4,757.50
RECOVERY MONITORING	11/18/25	28846	$ 186.00
RECOVERY MONITORING	11/18/25	28847	$ 341.00
RECOVERY MONITORING	11/18/25	28848	$ 341.00
RECOVERY MONITORING	11/18/25	28849	$ 341.00
RECOVERY MONITORING	11/18/25	28850	$ 341.00
RECOVERY MONITORING	11/18/25	28851	$ 341.00
RECOVERY MONITORING	11/18/25	28852	$ 275.00
RECOVERY MONITORING	11/18/25	28853	$ 341.00
HOMETOWN HARDWARE	11/18/25	28854	$ 35.98
FTG TEXAS	11/18/25	28855	$ 200.00
ROCA CLEANING SERVICES	11/18/25	28856	$ 300.00
ROCA CLEANING SERVICES	11/18/25	28857	$ 600.00
CITIBANK N.A	11/18/25	28858	$ 40.46
THE WALLER COUNTY EXPRESS	11/18/25	28859	$ 507.50
PITNEY BOWES INC	11/18/25	28860	$ 1,362.00
LEGACY WASTE SERVICES	11/18/25	28861	$ 1,258.40
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS, INC.	11/18/25	28862	$ 5,000.00
ALSCO	11/18/25	28863	$ 79.88
EWALD KUBOTA	11/18/25	28864	$ 8,710.55
O'REILLY AUTO PARTS	11/18/25	28865	$ 15.78
O'REILLY AUTO PARTS	11/18/25	28866	$ 29.48
O'REILLY AUTO PARTS	11/18/25	28867	$ 439.62
O'REILLY AUTO PARTS	11/18/25	28868	$ 9.98
O'REILLY AUTO PARTS	11/18/25	28869	$ 4.36

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O'REILLY AUTO PARTS	11/18/25	28870	$ 32.90
GRAINGER	11/18/25	28871	$ 241.45
GRAINGER	11/18/25	28872	$ 826.80
CITY OF HOUSTON, TEXAS	11/18/25	28873	$ 1,974,000.00
QUILL COROPORATION	11/18/25	28874	$ 60.78
QUILL COROPORATION	11/18/25	28875	$ 27.89
QUILL COROPORATION	11/18/25	28876	$ 136.76
QUILL COROPORATION	11/18/25	28877	$ 16.99
QUILL COROPORATION	11/18/25	28878	$ 27.89
QUILL COROPORATION	11/18/25	28879	$ 56.09
HOUSTON FREIGHTLINER & WESTERN STAR	11/18/25	28880	$ 1,541.15
JARVIS TIRE AND WHEEL LLC	11/18/25	28881	$ 224.88
ACTION RENTAL	11/18/25	28882	$ 51.96
APPLE FORD MERCURY	11/18/25	28883	$ 234.52
DOGGETT HEAVY MACHINERY SERVICES	11/18/25	28884	$ 55.19
MOFFITT SERVICES	11/18/25	28885	$ 4,000.00
WALLER COUNTY CHILD WELFARE CHARITY	11/18/25	28886	$ 280.00
WALLER COUNTY CHILD WELFARE CHARITY	11/18/25	28887	$ 156.00
CASA FOR KIDS	11/18/25	28888	$ 80.00
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	11/18/25	28889	$ 172.02
WINSLOW, DEBBIE	11/18/25	28890	$ 67.00
OVERHEAD MILLER DOOR COMPANY	11/19/25	28891	$ 5,650.00
WINSLOW, DEBBIE	11/18/25	28891	$ 38.00
HALFF	11/18/25	28892	$ 1,788.64
OVERHEAD MILLER DOOR COMPANY	11/19/25	28892	$ 4,450.00
STERLING FLAGS	11/19/25	28893	$ 4,646.18
WALLER COUNTY TAX OFFICE	11/18/25	28893	$ 30.00
ATRON SOLUTIONS, LLC	11/19/25	28894	$ 15,642.35
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28894	$ 137.12
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28895	$ 416.44
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	11/19/25	28895	$ 94.60
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28896	$ 104.91
QUILL COROPORATION	11/19/25	28896	$ 17.22
DEMCO INC	11/19/25	28897	$ 183.93
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28897	$ 759.32
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28898	$ 140.48
INDUSTRIAL SCALE & MEASUREMENT	11/19/25	28898	$ 15,363.95
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28899	$ 23.00
RUGGED DEPOT	11/19/25	28899	$ 3,935.11
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28900	$ 392.87
VERIZON	11/19/25	28900	$ 199.95
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28901	$ 128.05
VERIZON	11/19/25	28901	$ 299.00
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28902	$ 146.89
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28903	$ 176.83
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28904	$ 128.05
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28905	$ 108.05
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28906	$ 199.26
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28907	$ 293.32
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28908	$ 103.44
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28909	$ 210.55
DYNAMIC MOTORS AUTO REPAIR LLC	11/18/25	28910	$ 128.05
BARRY FLEET SERVICES	11/18/25	28911	$ 40.00
BARRY FLEET SERVICES	11/18/25	28912	$ 40.00
BARRY FLEET SERVICES	11/18/25	28913	$ 40.00
WATCH SYSTEMS	11/18/25	28914	$ 3,070.46
TEXAS PUBLIC HEALTH ASSOCIATION	11/18/25	28916	$ 250.00
MOBILE WIRELESS LLC	11/18/25	28917	$ 17,992.80
KATY PRINTERS	11/18/25	28918	$ 190.20
INDEPENDENT HEALTH SERVICES	11/18/25	28919	$ 2,515.86
C&G WHOLESALE	11/19/25	28920	$ 141.96
C&G WHOLESALE	11/19/25	28921	$ 258.91
C&G WHOLESALE	11/19/25	28922	$ 109.98
C&G WHOLESALE	11/19/25	28923	$ 179.94
C&G WHOLESALE	11/19/25	28924	$ 33.98
C&G WHOLESALE	11/19/25	28925	$ 312.92
C&G WHOLESALE	11/19/25	28926	$ 109.98
BILL'S TIRE COMPANY	11/19/25	28927	$ 95.95
BILL'S TIRE COMPANY	11/19/25	28928	$ 19.50
BILL'S TIRE COMPANY	11/19/25	28929	$ 19.50
BILL'S TIRE COMPANY	11/19/25	28930	$ 19.50
BILL'S TIRE COMPANY	11/19/25	28931	$ 34.00

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Vendors	Date Registered	Reg #	Amount Registered
BILL'S TIRE COMPANY	11/19/25	28932	$ 24.00
BILL'S TIRE COMPANY	11/19/25	28933	$ 34.00
BILL'S TIRE COMPANY	11/19/25	28934	$ 34.00
BILL'S TIRE COMPANY	11/19/25	28935	$ 19.50
BILL'S TIRE COMPANY	11/19/25	28936	$ 25.00
BILL'S TIRE COMPANY	11/19/25	28937	$ 19.50
BILL'S TIRE COMPANY	11/19/25	28938	$ 87.00
BILL'S TIRE COMPANY	11/19/25	28939	$ 92.95
BILL'S TIRE COMPANY	11/19/25	28940	$ 96.95
BILL'S TIRE COMPANY	11/19/25	28941	$ 68.00
BILL'S TIRE COMPANY	11/19/25	28942	$ 34.00
BILL'S TIRE COMPANY	11/19/25	28943	$ 43.50
BILL'S TIRE COMPANY	11/19/25	28944	$ 87.00
BILL'S TIRE COMPANY	11/19/25	28945	$ 43.50
BILL'S TIRE COMPANY	11/19/25	28946	$ 43.50
BILL'S TIRE COMPANY	11/19/25	28947	$ 87.00
BILL'S TIRE COMPANY	11/19/25	28948	$ 43.50
BILL'S TIRE COMPANY	11/19/25	28949	$ 43.50
BILL'S TIRE COMPANY	11/19/25	28950	$ 19.50
BILL'S TIRE COMPANY	11/19/25	28951	$ 25.00
BILL'S TIRE COMPANY	11/19/25	28952	$ 34.00
BILL'S TIRE COMPANY	11/19/25	28953	$ 103.99
BILL'S TIRE COMPANY	11/19/25	28954	$ 64.45
BILL'S TIRE COMPANY	11/19/25	28955	$ 92.95
BILL'S TIRE COMPANY	11/19/25	28956	$ 132.95
UNITED STATES MARSHALS SERVICE - JPATS	11/19/25	28957	$ 3,968.00
J.A. REED & ASSOCIATES, LLC	11/19/25	28958	$ 1,500.00
CORRECTIONAL BEHAVIORAL HEALTH	11/19/25	28959	$ 2,050.00
HANDLE WITH CARE BEHAVIOR MANAGEMENT	11/19/25	28960	$ 1,525.00
HANDLE WITH CARE BEHAVIOR MANAGEMENT	11/19/25	28961	$ 1,525.00
NICHOLS, ANGELA	11/19/25	28962	$ 96.71
KYLE OFFICE PRODUCTS	11/19/25	28963	$ 275.00
CELLEBRITE, INC.	11/19/25	28964	$ 4,607.50
PITNEY BOWES INC	11/19/25	28965	$ 614.09
MOTOROLA SOLUTIONS, INC.	11/19/25	28966	$ 195,128.00
MOTOROLA SOLUTIONS, INC.	11/19/25	28967	$ 1,553.30
MOTOROLA SOLUTIONS, INC.	11/19/25	28968	$ 2,649.40
THE HOME DEPOT	11/19/25	28973	$ 759.93
PRECISION PRINTING	11/19/25	28983	$ 117.68
PRECISION PRINTING	11/19/25	28984	$ 37.19
PRECISION PRINTING	11/19/25	28985	$ 20.00
PRECISION PRINTING	11/19/25	28986	$ 32.97
PRECISION PRINTING	11/19/25	28987	$ 213.31
PRECISION PRINTING	11/19/25	28988	$ 30.00
PRECISION PRINTING	11/19/25	28989	$ 60.00
WINSLOW, DEBBIE	11/19/25	28990	$ 9.50
CITY ELECTRIC SUPPLY	11/19/25	29002	$ 331.83
CITY ELECTRIC SUPPLY	11/19/25	29003	$ 171.96
INGRAM LIBRARY SERVICES	11/19/25	29004	$ 29.49
KELLY, EVERETT	11/19/25	29005	$ 218.40
ENTERPRISE FM TRUST	11/19/25	29006	$ 67,464.33
XEROX CORPORATION	11/19/25	29007	$ 124.73
TEXAS PRIDE DISPOSAL	11/19/25	29008	$ 45.67
CITY OF PRAIRIE VIEW	11/19/25	29010	$ 31.45
CANON FINANCIAL SERVICES, INC.	11/19/25	29011	$ 528.39
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29012	$ 141.11
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29013	$ 44.97
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29014	$ 34.15
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29015	$ 28.99
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29016	$ 27.59
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29017	$ 10.59
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29018	$ 317.15
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29019	$ 89.20
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29020	$ 43.78
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29021	$ 363.17
ODP BUSINESS SOLUTIONS, LLC	11/20/25	29022	$ 769.93
AMERICAN PATRIOT INDUSTRIES	11/20/25	29023	$ 1,643.07
AMERICAN PATRIOT INDUSTRIES	11/20/25	29024	$ 1,696.77
WALLER COUNTY FEED	11/20/25	29025	$ 204.16
PIERCE, CHERYL	11/20/25	29026	$ 54.60
MIRANDA, ADELAIDA	11/20/25	29027	$ 43.68
COBB, FENDLEY & ASSOCIATES INC	11/20/25	29028	$ 7,189.00

Treasurer's Record of Unpaid Claims	As of	11/30/2025	
Vendors	Date Registered	Reg #	Amount Registered
XEROX CORPORATION	11/20/25	29029	$ 179.00
LJA ENGINEERING	11/20/25	29030	$ 224,475.03
HR GREEN	11/20/25	29031	$ 46,626.35
VOLKERT, INC	11/20/25	29032	$ 82,706.04
HOMETOWN HARDWARE	11/20/25	29033	$ 145.54
HOMETOWN HARDWARE	11/20/25	29034	$ 32.53
HOMETOWN HARDWARE	11/20/25	29035	$ 219.40
HOMETOWN HARDWARE	11/20/25	29036	$ 173.67
HOMETOWN HARDWARE	11/20/25	29037	$ 49.99
HOMETOWN HARDWARE	11/20/25	29038	$ 7.65
QUILL COROPORATION	11/20/25	29039	$ 27.98
QUILL COROPORATION	11/20/25	29040	$ 96.29
QUILL COROPORATION	11/20/25	29041	$ 283.89
QUILL COROPORATION	11/20/25	29042	$ 43.19
ROBERTO RAMIREZ	11/20/25	29043	$ 450.00
EASI FILE	11/20/25	29044	$ 272.96
HITCHINS, ARTHUR	11/20/25	29045	$ 70.00
FORD, MICHAEL	11/20/25	29046	$ 70.00
JENKINS, CEDRIC	11/20/25	29047	$ 70.00
AMAZON CAPITAL SERVICES	11/20/25	29048	$ 436.03
MICHAEL GUILLORY	11/20/25	29049	$ 50.00
LINEBARGER, GOGGAN, BLAIR, & SAMPSON, LLP	11/20/25	29050	$ 1,280.00
RALSTON, OWEN JR.	11/20/25	29051	$ 700.00
CHARLES KARISCH	11/20/25	29052	$ 55.38
HAACK, ROWDY	11/20/25	29053	$ 350.00
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	11/20/25	29054	$ 8,223.32
WALLER COUNTY CHILD WELFARE CHARITY	11/20/25	29055	$ 140.00
CASA FOR KIDS	11/20/25	29056	$ 100.00
WALLER COUNTY APPRAISAL DISTRICT	11/20/25	29057	$ 247,326.00
TEXAS STAR TRANSPORT, LLC	11/21/25	29058	$ 3,322.00
NAPA AUTO PARTS	11/21/25	29059	$ 73.92
NAPA AUTO PARTS	11/21/25	29060	$ 310.08
NAPA AUTO PARTS	11/21/25	29061	$ 357.20
NAPA AUTO PARTS	11/21/25	29062	$ 37.96
WALLER COUNTY BUTANE	11/21/25	29063	$ 51.10
PIX4D	11/21/25	29064	$ 4,490.00
MOTOROLA SOLUTIONS, INC.	11/21/25	29065	$ 53,442.40
MOTOROLA SOLUTIONS, INC.	11/21/25	29066	$ 10,261.54
SOUTH TEXAS TACK, LLC	11/21/25	29067	$ 407.35
ZAVALA, IRMA	11/21/25	29068	$ 545.00
O'REILLY AUTO PARTS	11/21/25	29069	$ 30.96
O'REILLY AUTO PARTS	11/21/25	29070	$ 14.99
SEAL MASTER	11/21/25	29071	$ 4,725.00
ROMCO EQUIPMENT COMPANY LLC	11/21/25	29072	$ 1,152.50
WALLER COUNTY ASPHALT	11/21/25	29073	$ 9,698.70
B-GREENER INDUSTRIAL CLEANERS	11/21/25	29074	$ 2,903.47
B-GREENER INDUSTRIAL CLEANERS	11/21/25	29075	$ 11,670.30
ONSITE DECALS	11/21/25	29076	$ 840.00
ONSITE DECALS	11/21/25	29077	$ 840.00
KATY PRINTERS	11/21/25	29078	$ 202.50
GULLO COMMERCIAL CONSTRUCTION LLC	11/21/25	29079	$ 137,180.98
ALPHAGRAPHICS	11/21/25	29080	$ 227.25
KING ARCHITECTURAL CONSULTING SERVICES PLLC	11/21/25	29081	$ 2,047.46
DELL MARKETING L.P	11/21/25	29082	$ 7,585.36
NETPROTEC LLC	11/21/25	29083	$ 600.00
5M LEGACY PROPERTIES, LLC	11/21/25	29084	$ 3,575.00
GAILS, KATRINA	11/21/25	29085	$ 916.90
AMAZON CAPITAL SERVICES	11/21/25	29086	$ 19.98
SCOTT-MEERIMAN, INC	11/21/25	29087	$ 1,190.00
JK GRAPHICS, INC.	11/21/25	29088	$ 665.15
KELLEY, MCKENZIE	11/21/25	29089	$ 20.00
EDMONDS INSURANCE AGENCY	11/21/25	29090	$ 71.00
EDMONDS INSURANCE AGENCY	11/21/25	29091	$ 50.00
EDMONDS INSURANCE AGENCY	11/21/25	29092	$ 50.00
EDMONDS INSURANCE AGENCY	11/21/25	29093	$ 50.00
EDMONDS INSURANCE AGENCY	11/21/25	29094	$ 50.00
LEGAL & LIABILITY RISK MANAGEMENT INSTITUTE	11/21/25	29095	$ 550.00
THE MASTER'S TOUCH	11/21/25	29096	$ 9,255.83
EDMONDS INSURANCE AGENCY	11/21/25	29097	$ 100.00
HARRIS COUNTY RADIO SERVICES	11/21/25	29098	$ 14,975.83
ARROWHEAD FORENSICS	11/21/25	29099	$ 260.94
MID AMERICA BOOKS	11/21/25	29100	$ 260.15

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MCQUISTON, BRIAN	11/21/25	29101	$ 100.00
MCQUISTON, BRIAN	11/21/25	29102	$ 263.00
ON YOUR WAY STORAGE	11/21/25	29103	$ 225.00
LEGAL & LIABILITY RISK MANAGEMENT INSTITUTE	11/24/25	29104	$ 550.00
SIMON, DANIELLE	11/24/25	29105	$ 861.28
J&M CABLING SOLUTIONS	11/24/25	29106	$ 2,200.00
WILSON BAUHAUS INTERIORS	11/24/25	29107	$ 2,082.51
WILSON BAUHAUS INTERIORS	11/24/25	29108	$ 3,249.61
WILSON BAUHAUS INTERIORS	11/24/25	29109	$ 11,025.91
CROWN WRECKER	11/24/25	29110	$ 85.00
NAPA AUTO PARTS	11/24/25	29111	$ 183.29
NAPA AUTO PARTS	11/24/25	29112	$ 183.29
NAPA AUTO PARTS	11/24/25	29113	$ 78.88
NAPA AUTO PARTS	11/24/25	29114	$ 80.75
NAPA AUTO PARTS	11/24/25	29115	$ 218.13
NAPA AUTO PARTS	11/24/25	29116	$ 214.78
NAPA AUTO PARTS	11/24/25	29117	$ 216.29
NAPA AUTO PARTS	11/24/25	29118	$ 132.88
NAPA AUTO PARTS	11/24/25	29119	$ 183.29
NAPA AUTO PARTS	11/24/25	29120	$ 183.29
BILL'S TIRE COMPANY	11/24/25	29121	$ 43.50
BILL'S TIRE COMPANY	11/24/25	29122	$ 25.00
BILL'S TIRE COMPANY	11/24/25	29123	$ 20.00
BILL'S TIRE COMPANY	11/24/25	29124	$ 99.95
BILL'S TIRE COMPANY	11/24/25	29125	$ 122.95
BILL'S TIRE COMPANY	11/24/25	29126	$ 92.95
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29127	$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29128	$ 101.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29129	$ 414.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29130	$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29131	$ 1,403.87
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29132	$ 107.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29133	$ 101.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29134	$ 92.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29135	$ 52.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29136	$ 72.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29137	$ 59.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29138	$ 71.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29139	$ 51.50
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29140	$ 72.00
1488 AUTO	11/24/25	29141	$ 228.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	11/24/25	29142	$ 51.50
QUICK LANE	11/24/25	29143	$ 263.50
O'REILLY AUTO PARTS	11/24/25	29144	$ 45.88
MR WINDSHIELD	11/24/25	29145	$ 601.68
SOUTHERN TIRE MART	11/24/25	29146	$ 358.46
TDCAA	11/24/25	29147	$ 500.00
KERN, ROBERT	11/24/25	29148	$ 246.97
RITE OF PASSAGE	11/25/25	29149	$ 9,245.00
TRINITY SERVICES GROUP, INC.	11/25/25	29150	$ 5,978.60
TRINITY SERVICES GROUP, INC.	11/25/25	29151	$ 5,974.59
TRINITY SERVICES GROUP, INC.	11/25/25	29152	$ 5,955.89
TRINITY SERVICES GROUP, INC.	11/25/25	29153	$ 3,346.04
TRINITY SERVICES GROUP, INC.	11/25/25	29154	$ 5,665.99
TRINITY SERVICES GROUP, INC.	11/25/25	29155	$ 5,606.41
TRINITY SERVICES GROUP, INC.	11/25/25	29156	$ 5,588.30
FIRSTNET	11/25/25	29157	$ 12,521.16
DIRECTV FOR BUSINESS	11/25/25	29158	$ 226.67
C&G WHOLESALE	11/25/25	29159	$ 59.99
C&G WHOLESALE	11/25/25	29160	$ 289.90
C&G WHOLESALE	11/25/25	29161	$ 171.94
C&G WHOLESALE	11/25/25	29162	$ 233.91
INNOVATIVE COMMUNICATION SYSTEMS	11/25/25	29163	$ 369.02
INNOVATIVE COMMUNICATION SYSTEMS	11/25/25	29164	$ 238.22
INGRAM LIBRARY SERVICES	11/25/25	29165	$ 34.98
ORIENTAL TRADING	11/25/25	29166	$ 55.87
LINKAS LLC	11/25/25	29167	$ 300.00
LINKAS LLC	11/25/25	29168	$ 1,375.00
LINKAS LLC	11/25/25	29169	$ 11,300.00
BLUEBONNET HERB FARM	11/25/25	29170	$ 135.00
RAMIREZ, ROBERTO	11/25/25	29171	$ 656.00
TEXAS DEPARTMENT OF INFORMATION RESOURCES	11/25/25	29172	$ 458.43

Treasurer's Record of Unpaid Claims	As of	11/30/2025	
Vendors	Date Registered	Reg #	Amount Registered
WALKER, TAMMY	11/25/25	29173	$ 150.00
WRIGHT, TORI	11/25/25	29174	$ 150.00
DOMINGUEZ, SANTANNA III	11/25/25	29175	$ 150.00
WEBSTER, RENWICK	11/25/25	29176	$ 150.00
JONES, JULIE	11/25/25	29177	$ 5,480.00
CHANEY, CAROL A.	11/25/25	29178	$ 955.80
MARCH, MATTHEW	11/25/25	29179	$ 79.10
WALLER COUNTY FEED	11/25/25	29180	$ 222.41
ENTEC PEST MANAGEMENT INC.	11/25/25	29181	$ 75.00
ENTEC PEST MANAGEMENT INC.	11/25/25	29182	$ 350.00
ENTEC PEST MANAGEMENT INC.	11/25/25	29183	$ 150.00
SE D9 EAFCS	11/25/25	29184	$ 160.00
C&G WHOLESALE	11/25/25	29185	$ 20.00
WALLER COUNTY FEED	11/25/25	29186	$ 88.83
WARREN, Z'AUNDRIA	11/25/25	29187	$ 168.00
WARREN, Z'AUNDRIA	11/25/25	29188	$ 32.20
MUNDY, SHEILA	11/25/25	29189	$ 44.80
HOMETOWN HARDWARE	11/25/25	29190	$ 1,516.79
TOTAL UNPAID			**$ 4,902,943.92**

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
4411		Storage	Treasurer	12/10/2025	HON 68511 600 Series Lateral File
9503		Storage	Treasurer	12/10/2025	HON 68511 600 Series Lateral File
9718		Storage	Treasurer	12/10/2025	HON 68511 600 Series Lateral File
6464		Storage	Treasurer	12/10/2025	HON 68511 600 Series Lateral File
6465		Storage	Treasurer	12/10/2025	HON 68511 600 Series Lateral File
1145		Storage	Treasurer	12/10/2025	5 shelf
1146		Storage	Treasurer	12/10/2025	2 shelf
575		Storage	Treasurer	12/10/2025	2 shelf
No tag		Storage	Treasurer	12/10/2025	Bar height chars (4)
No tag		Storage	Treasurer	12/10/2025	3 shelf
1147		Storage	Treasurer	12/10/2025	2 door storage cabinet
no tag		Storage	Treasurer	12/10/2025	Hon left return desk
no tag		Storage	Treasurer	12/10/2025	desk riser

SIGNATURE: D. R. Pott

SIGNATURE: John Beaty

**** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL**

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
5267		Environmental	Treasurer	12/1/2025	HON 68511 600 Series Lateral File
5268		Environmental	Treasurer	12/1/2025	HON 68511 600 Series Lateral File
4935		Environmental	Treasurer	12/1/2025	HON 68511 600 Series Lateral File
9115		Environmental	Treasurer	12/1/2025	HON 68511 600 Series Lateral File
5335-A		Environmental	Treasurer	12/1/2025	Series CL Shaped Reception Desk
5335-B		Environmental	Treasurer	12/1/2025	Series CL Shaped Reception Desk
No Tag		Environmental	Treasurer	12/1/2025	Hon 72x30 desk
No Tag		Environmental	Treasurer	12/1/2025	Hon 72x30 desk with return
No Tag		Environmental	Treasurer	12/1/2025	Hon 72x30 desk with return
No Tag		Environmental	Treasurer	12/1/2025	Multi-piece Executive Desk
No Tag		Environmental	Treasurer	12/2/2025	Multi-piece Executive Desk

SIGNATURE: Tonya Mewis

SIGNATURE: Jack Beaty

**** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL**

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
4901		IT	Treasurer	12/1/2025	Xerox Documate 5445 Scanner
4955		IT	Treasurer	12/1/2025	Optiplex 7040 Minitower Computer
4956		IT	Treasurer	12/1/2025	Optiplex 7040 Minitower Computer
4960		IT	Treasurer	12/1/2025	Optiplex 7040 Minitower Computer

SIGNATURE:

SIGNATURE:

**** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL**

RESOLUTION OF ANNUAL REVIEW OF THE INVESTMENT POLICY WALLER COUNTY

WHEREAS, Waller County has been legally created and operates pursuant to the general laws of the State of Texas applicable to Counties; and

WHEREAS, Waller County Commissioners' Court convened on this date at a meeting open to the public and wishes to review the Investment Policy for the County, in the form attached hereto, pursuant to Chapter 2256, The Texas Government Code, as amended from time to time; Now, therefore,

BE IT RESOLVED BY COMMISSIONERS' COURT OF WALLER COUNTY THAT:

1. The Investment Policy, in the form attached hereto is hereby reviewed and approved at its annual review.

2. The provisions of this Resolution shall be effective as of the date reviewed and shall remain in effect until modified by action of this Court.

PASSED AND APPROVED, this 10th day of December, 2025.

Carbett "Trey" J. Duhon III, County Judge

John A. Amsler
Commissioner, Pct. 1

Walter E. Smith
Commissioner, Pct. 2

Kendric D. Jones
Commissioner, Pct. 3

Justin Beckendorff
Commissioner, Pct. 4

ATTEST:

Debbie Hollan
County Clerk

COMMISSIONERS COURT · WALLER COUNTY, TEXAS

WALLER COUNTY
INVESTMENT POLICY

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1.00 INVESTMENT SCOPE OF POLICY

1.01 General Statement

This policy serves to satisfy the statutory requirement of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed annually according to Section 2256.005(e), Government Code, Public Funds Act.

1.02 Funds Included

This investment policy applies to all financial assets of all funds of the County of Waller, Texas at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository bank.

2.00 INVESTMENT AUTHORITY AND CONTROL

2.01 County's Investment Officer

In accordance with Sec. 116.112(a), Loc. Gov. Code and/or Chap. 2256, Sec. 2256.005 (f) and (g), Government Code, the County Treasurer under the direction of the Waller County Commissioners' Court, may invest county funds that are not immediately required to pay obligations of the county.

If the investment officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual, seeking to sell an investment to the county, the investment officer must file a statement disclosing that personal business interest, or relationship with the Texas Ethics Commission and the Commissioners' Court in accordance with Government Code 2256.

2.02 Quality and Capability of Investment Manager

It is the county's policy to provide training required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality, capability and currency of the County Treasurer in making investment decisions.

2.03 Prudence and Ethical Standards

Waller County uses the "prudent person rule" when managing the portfolios within the applicable legal and policy constraints. The prudent person rule is restated as follows: "Investments must be made with the judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

2.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code, the County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a mis-appropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

2.05 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures. Members of the Committee include: County Judge, Appointed County Commissioner, District Attorney, Tax Assessor/Collector, County Auditor and County Treasurer. The Treasurer will serve as chairman of the committee and meetings will be called as needed.

2.06 Accounting and Audit Control

The Waller County Treasurer will establish liaison with the Waller County Auditor in preparing investment forms to assist the County Auditor for accounting and auditing control. The Treasurer is subject to audit by the County Auditor. In addition, the Waller County Commissioners' Court, at a minimum, will have an annual audit of all county funds, as well as an annual compliance audit of management controls on investments and adherence to the entity's established investment policies in accordance with 2256.005(m).

3.00 INVESTMENT OBJECTIVES

3.01 General Statement

Funds of the county will be invested in accordance with federal and state law, this investment policy and written administrative procedures. The county will invest according to investment strategies for each fund as they are adopted by Commissioners' Court.

3.02 Safety of Principal

The primary objective of Waller County is to ensure the safety of principal in all funds and avoid speculative investing.

3.03 Maintenance of Adequate Liquidity

The secondary objective of Waller County is to strive to maintain adequate liquidity, through scheduled maturity of investments to cover the cash needs of the county consistent with the objectives of this policy.

3.04 Diversification

It will be the policy of Waller County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of investments. Investments of the county shall always be selected to provide for stability of income and reasonable liquidity.

3.05 Maturity/Marketability

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the county's cash needs. No investment shall have a legal stated maturity of more than twelve (12) months.

3.06 Yield

It will be the objective of Waller County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

4.00 INVESTMENT STRATEGY

4.01 Waller County Funds

All funds of Waller County that are invested, are invested by matching maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time.

This strategy is achieved by utilizing overnight investments through Pools, Certificates of Deposit, Time Deposits, Treasuries and US Agencies.

4.02 Fiduciary Funds

All fiduciary funds that are invested, are invested by matching maturity of investments with cash needs, investments are made with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing overnight investments through Pools, Certificates of Deposit, Time Deposits, Treasuries and US Agencies with stated final maturity of one year or less.

5.00 INVESTMENT INSTRUMENTS

The Waller County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy.

5.01 Bank Investments

1. Fully collateralized Certificates of Deposits.
   a. Bids for certificates of deposit may be solicitated:
      i. orally;
      ii. in writing;
      iii. electronically; or
      iv. in any combination of those methods.
2. Fully collateralized Time Deposits.
3. Fully collateralized interest bearing checking accounts.

5.02 Overnight Investments

1. TexPool-Investments authorized by TexPool Investment Policy.
2. Texas Cooperative Liquid Assets Securities System Trust (Texas CLASS) -Investments authorized by Texas CLASS Investment Policy.

5.03 Other Investments

1. US Treasury Securities with a legal stated maturity of twelve (12) months or less.
2. Obligations issued by a federal agency or instrumentality of the United States with a legal stated maturity of twelve (12) months or less.

6.00 INVESTMENT INSTITUTIONS DEFINED

6.01 Depository Bank

Depository Bank under a depository contract executed by Waller County Commissioners' Court and in compliance with VCTA, Texas Local Government Code, Chapter 117.

6.02 Other Banks

Other state or national banks domiciled in Texas that are insured by FDIC-fully collateralized Certificates of Deposits or Time Deposits.

6.03 Federal Reserve Bank

Treasury direct through the Direct Treasury Account for Waller County, Treasury Securities.

6.04 Public Funds Pools

TexPool-Overnight funds.
Texas CLASS-Overnight funds.

6.05 US Security Dealers

US Security Dealers recommended by the County Treasurer, Investment Advisory Committee and approved by Commissioners' Court.

7.00 BROKER/DEALER/INSTITUTION QUALIFICATIONS AND PROCEDURES

7.01 Qualifications for Approval of Broker/Dealer Institutions

In accordance with Sec. 2256.005(k) Government Code, a written copy of this investment policy shall be presented to any person seeking to sell to the county an authorized investment. Before being considered for approval the registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect the registered principal has:

1. Received and thoroughly reviewed the investment policy of the county and has:
2. Proof of governmental investment experience.
3. Good references from public funds investment officers.

7.02 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Waller County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment.

7.03 It will be the policy of the county that all Securities purchased through a Broker shall be purchased using the "deliver vs. payment" method through the Federal Reserve System. By so doing, county funds are not released until the county has received through the Federal Reserve wire, the securities purchased.

8.00 COLLATERAL AND SAFEKEEPING

8.01 Collateral or Insurance

The Waller County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current depository contract in one or more of the following manners:
1. FDIC insurance coverage.
2. United Stated Government Bonds, Notes, Bills and Agencies.

8.02 Safekeeping

All purchased securities shall be held in safekeeping by the county or a county account in a third party financial institution, or with a Federal Reserve Bank.

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank or another disinterested third party bank under an appropriate legal contract. The amount of such securities pledged shall be determined by their market value.

8.03 Collateral Reporting

The Treasurer of Waller County shall report to the County Commissioners' Court his or her valuation of all collateral compared to all county deposits on a monthly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited.

8.04 Rate Monitoring

The Treasurer of Waller County shall monitor on a monthly basis the ratings of Waller County Investments, provided by a nationally recognized rating service. Ratings of investments shall be reported quarterly to Commissioners' Court. Investment pools must be continuously rated no lower than AAA or AAA-m or at an equivalent rating.

9.00 INVESTMENT REPORTING

9.01 Monthly Reporting

The Waller County Treasurer will report in writing monthly to Commissioners' Court and to the County Auditor. The report shall include a detailed listing of all purchases, sales and payments and description of each security held.

9.02 Quarterly Reporting

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Waller County Treasurer will report quarterly the portfolio statistics, listing the type and description of investments in detail, the broker/dealer used for the purchase, the yield to maturity, the stated maturity date and the previous and current market value.

Joan Beaty
Waller County Treasurer
j.beaty@wallercounty.us

836 Austin St, Ste 2200
Hempstead, Texas 77445

Phone 979-826-7707
Fax 979-472-3909

December 10, 2025

Honorable Carbett “Trey” J. Duhon III
And
Honorable Commissioners’ Court
Waller County
Hempstead, Texas

Gentlemen:

In accordance with Section 2256.005(e), Government Code, Public Funds Act, I respectfully request your approval of the attached Investment Policy for Waller County funds and endorsement of the Resolution of Annual Review. The Investment Advisory Committee has reviewed the policy and agrees there are no necessary changes to the policy this year.

Thank you for time and attention to this request.

Sincerely,

Joan Beaty

Joan Beaty, CIO, CCT
Waller County Treasurer

Order to Amend 2025 Budget

Amendment # 2025- 58
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-416-568400	General - District Attorney	Miscellaneous	$ 3,000.00	$ (51.00)	$ 2,949.00
To:					
125-416-562310	General - District Attorney	Bar Dues	$ 3,300.00	$ 51.00	$ 3,351.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Transfer will cover bar dues for the remainder of FY25.

Alan Younts 11/20/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 64
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-411-569600	General - All Other	Contingency	$ 285,649.00	$ (10,000.00)	$ 275,649.00
To:					
125-513-510100	General - Constable 3	Part Time	$ 20,000.00	$ 10,000.00	$ 30,000.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Part-time currently has a negative budget variance of $7,445.00 and could lead to the department being overall negative at the of FY25.

Alan Younts 11/24/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 67
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-511-581816	General - Constable 1	Aircard/Wireless	$ 2,400.00	$ (2,399.00)	$ 1.00
To:					
125-511-568400	General - Constable 1	Miscellaneous	$ -	$ 250.00	$ 250.00
125-511-581810	General - Constable 1	Equipment	$ 5,000.00	$ 2,149.00	$ 7,149.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

To fund year end equipment purchases.

Alan Younts 11/25/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 71
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-421-568400	General - JP 4	Miscellaneous	$ 3,000.00	$ (1,000.00)	$ 2,000.00
To:					
125-421-530200	General - JP 4	Supplies & Stationary	$ 5,000.00	$ 1,000.00	$ 6,000.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

To fund needed supplies for FY25.

Alan Younts 12/3/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 70
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-420-568400	General - JP 3	Miscellaneous	$ 750.00	$ (750.00)	$ -
125-420-581800	General - JP 3	Furniture & Equipment	$ 2,000.00	$ (2,000.00)	$ -
To:					
125-420-510101	General - JP 3	Part-Time	$ 30,000.00	$ 2,750.00	$ 32,750.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

To fund additional part-time needs to complete a reorganization of Pct 3 office.

Alan Younts 12/3/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 72
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-516-587523	General - Sheriff Admin	Fleet Management	$ 650,000.00	$ (65,000.00)	$ 585,000.00
To:					
125-516-533000	General - Sheriff Admin	Fuel & Oil	$ 500,000.00	$ 65,000.00	$ 565,000.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Transfer to fund anticipated year-end fuel & oil budget for FY25.

Alan Younts 12/4/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 69
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-440-563000	General - County Judge	Training & Conference	$ 9,908.00	$ (1,348.00)	$ 8,560.00
To:					
125-440-587523	General - County Judge	Fleet Mgmt Lease	$ 11,000.00	$ 1,348.00	$ 12,348.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

To fund the anticpated shortfall in Fleet Mgmt Lease Payments for FY25.

Alan Younts 12/3/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025-73
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-472210	General-Revenue	County Donations	$ (133,900.00)	$ (50.00)	$ (133,950.00)
125-537-536600	General-Library	Donations/Library	$ 566.00	$ 50.00	$ 616.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:

Certify the cash donation of $50.00 from Deborah Flint and amend the 2025 budget.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 12/4/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 62
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-509-563000	General - FM	Training & Conference	$ 8,000.00	$ (2,850.00)	$ 5,150.00
To:					
125-509-510104	General - FM	Part Time (Investigator/Inspector)	$ 10,000.00	$ 1,000.00	$ 11,000.00
125-509-587523	General - FM	Fleet Management Lease Payment	$ 55,000.00	$ 1,850.00	$ 56,850.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Year-end budget adjustments for potential negative variances.

Alan Younts 11/21/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 63
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-513-530200	General - Constable 3	Supplies & Stationary	$ 2,500.00	$ (2,460.00)	$ 40.00
125-513-581816	General - Constable 3	Air Card/Wireless	$ 1,000.00	$ (1,000.00)	$ -
To:					
125-513-581700	General - Constable 3	Equipment	$ 40,760.00	$ 3,460.00	$ 44,220.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

To purchase 6 (six) tactical vests from Galls.

Alan Younts 11/24/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 60
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-519-530100	General - CSCD	Supplies	$ 4,500.00	$ (400.00)	$ 4,100.00
125-519-581813	General - CSCD	Copier/Printer	$ 7,000.00	$ (1,100.00)	$ 5,900.00
To:					
125-519-581800	General - CSCD	Furniture & Equipment	$ 1,500.00	$ 1,500.00	$ 3,000.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Transfer will fund additional furniture needs for FY25.

Alan Younts 11/20/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 68
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-436-560100	General - Treasurer	Bond Premiums	$ 2,500.00	$ (400.00)	$ 2,100.00
125-436-563000	General - Treasurer	Training & Conference	$ 5,518.00	$ (146.00)	$ 5,372.00
To:					
125-436-530200	General - Treasurer	Supplies & Stationary	$ 3,200.00	$ 146.00	$ 3,346.00
125-436-581800	General - Treasurer	Furniture & Equipment	$ 482.00	$ 400.00	$ 882.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

These transfers will fund printer and employment posters.

Alan Younts 12/3/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025-65
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-472210	General-Revenue	County Donations	$ (131,400.00)	$ (2,500.00)	$ (133,900.00)
125-509-536710	General-FM	Cash Donations	$ 15,757.00	$ 2,500.00	$ 18,257.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:

Certify the cash donation of $2,500.00 from ATMOS and amend the 2025 budget.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 11/24/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 59
Date Approved 12-10-2025

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-411-569600	General - All Other	Contingency	$ 389,809.00	$ (104,160.00)	$ 285,649.00
To:					
125-511-581810	General - Constable 1	Equipment	$ 5,000.00	$ 26,040.00	$ 31,040.00
125-512-581810	General - Constable 2	Equipment	$ 22,829.00	$ 26,040.00	$ 48,869.00
125-513-581700	General - Constable 3	Equipment	$ 40,760.00	$ 26,040.00	$ 66,800.00
125-514-581810	General - Constable 4	Equipment	$ -	$ 26,040.00	$ 26,040.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

To fund the unbudgeted purchase of sixteen (16) cameras from CoreForce Tech (formerly Utility). To be able to post this transaction to FY25, this equipment must be delivered by December 31, 2025. Otherwise, this will need to be addressed again for FY26.

Alan Younts 11/20/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025- 61
Date Approved Next Juvenile Board Meeting

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE- ITEM TRANSFERS:					
From:					
125-506-530800	General - Juvenile Probation	Supplies	$ 750.00	$ (555.00)	$ 195.00
125-506-581813	General - Juvenile Probation	Copier/Printer	$ 2,615.00	$ (2,035.00)	$ 580.00
125-507-563800	General - Juvenile Detention	Groceries	$ 2,000.00	$ (449.00)	$ 1,551.00
125-507-564300	General - Juvenile Detention	Disinfectant & Soap	$ 400.00	$ (50.00)	$ 350.00
125-507-565500	General - Juvenile Detention	Long Term Detention	$ 60,500.00	$ (10,085.00)	$ 50,415.00
125-507-568400	General - Juvenile Detention	Miscellaneous	$ 20,500.00	$ (2,459.00)	$ 18,041.00
To:					
125-506-545310	General - Juvenile Probation	Staff Training	$ 10,000.00	$ 1,525.00	$ 11,525.00
125-507-564001	General - Juvenile Detention	Other Detention Expense	$ 6,100.00	$ 510.00	$ 6,610.00
125-507-565000	General - Juvenile Detention	Short Term Detention	$ 130,000.00	$ 13,598.00	$ 143,598.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Year end budget adjustments to fund possible shortfalls in training and detention expenses.

Spread on CC minutes 12-10-2025.

Alan Younts 11/21/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2025 Budget

Amendment # 2025-66
Date Approved Next Juvenile Board Meeting

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2025 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-423824	General Revenue	State Revenue	$ (79,812.00)	$ (161,660.00)	$ (241,472.00)
125-507-565510	General-JP Detention	Long Term Detention-Grant R	$ 74,312.00	$ 161,660.00	$ 235,972.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
To certify 2025-2026 TJJD Grant R award of $161,660.00 and amend the Juvenile Probation Department Long Term Detention budget.

The Oaks Brownwood - Diversion # 25-D0345 - $80,830
Granbury Regional Juvenile Justice - Diversion 26-D0065 - $80,830.00

Other notes:
Name of Agency: TJJD
Oaks Brownwood Grant Period: 09-01-2025 to 07-31-2026.
Granbury Grant Period: 2026

Spread upon the CC minutes on 12-10-2025

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 11/25/2025

Alan Younts
Waller County Auditor
425 FM 1488, Suite 119
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

MONTHLY REPORT DUE TO COMMISSIONER'S COURT
DATE: OCTOBER 2025

OFFICE	DATE RECEIVED
ANIMAL CONTROL	11/12/25
AUDITOR	11/25/25
CONSTABLE PCT#1	11/2/25
CONSTABLE PCT#2	10/29/25
CONSTABLE PCT#3	11/10/25
CONSTABLE PCT#4	11/10/25
COUNTY CLERK	11/6/25
DISTRICT CLERK	11/7/25
ENVIRONMENTAL	10/9-10-/15-10/16-10/23-10/30/25
FIRE MARSHALL	10/6/25
JP#1	10/16-10/24-11/13/25
JP#2	10/10-10/24-11/6/25
JP#3	10/17-10/20-11/5-11/18/25
JP#4	10/13-10/29-11/10/25
LIBRARY - HEMPSTEAD	11/6/25
LIBRARY- BROOKSHIRE	11/6/25
RECYCLE CENTER	11/6/25
ROAD AND BRIDGE	10/2-10/9-10/16-10/23-10/30
SHERIFF	11/12/25
TAX OFFICE	11/6/25

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter: 1 2 **3** 4

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

COMPTROLLER USE ONLY

AGY	COBJ	TC	FUND	AY	PCA	APPROVAL	DOCUMENT NUMBER	DOCUMENT AMOUNT
241	7612	225	0328	25	04885			

THIS SECTION TO BE COMPLETED BY COUNTY

County name/address for warrant or direct deposit notification

Liz Pirkle
Waller County District Clerk
836 Austin St, Rm 318
Hempstead, Texas 77445-4673

County taxpayer identification number: 17460010790

Mail code: 001

Please Email Completed Form & supporting documentation to:
jud123@cpa.texas.gov

Questions:
Call 800-531-5441, Ext. 6-5985

JUROR PAYMENT REIMBURSEMENT REQUEST

CALENDAR CLAIM QUARTER	CLAIM DUE BY	CLAIM WILL BE PAID BY	AMOUNT REQUESTED
Q3 July 1 to Sept 30 2025	Oct 17, 2025	Nov 21, 2025	$4552.00

Per instructions on reverse side, please attach supporting documentation with this request for payment.

COUNTY CERTIFICATION

I, Carbett "Trey" Duhon (PRINT NAME), the authorized official of the Commissioner's Court of Waller County hereby certify that the amounts requested are due and payable pursuant to Section 61.0015 (b) of the Government Code and are to the best of my knowledge true and correct.

sign here	Authorized Official/Commissioner's Court	Title	Date
		County Judge	December 10, 2025

COUNTY CONTACT INFORMATION

Person to contact regarding information on this form Name & Title	Contact E-mail	Contact Phone Number
Julie Loudin Asst. Auditor	jloudin@wallercounty.us	979-826-7740

COMPTROLLER'S JUDICIARY SECTION APPROVAL

I approve this request for payment and to the best of my knowledge this request for payment is true and correct. This payment complies with Section 61.0015 of the Texas Government Code.

☐ Direct deposit ☐ Check enclosed

Audited by:	Date

SEE REVERSE SIDE FOR PROCEDURES AND FURTHER INSTRUCTIONS

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar

1 2 3 4

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
- Texas Government Code 61.0015-

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name

Waller

Quarterly Date Range
7/1/25 9/30/2025

Grand Total Amount Requested

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day& Addt'l days/$52.00	
Jury Type-+		PETIT JURY					
1	7/14/25	CHARLIE AYRO	4	194.00	14.00	156.00	170.00
2	7/14/25	LOUISE BAUM	1	20.00	14.00	0.00	14.00
3	7/14/25	PAUL BEHREND	4	194.00	14.00	156.00	170.00
4	7/14/25	HILDA BESA	4	194.00	14.00	156.00	170.00
5	7/14/25	BRYAN BLESSING	4	194.00	14.00	156.00	170.00
6	7/14/25	MICHELLE BUCK	4	194.00	14.00	156.00	170.00
7	7/14/25	JOCQLENE BURNETT	1	20.00	14.00	0.00	14.00
8	7/14/25	NITA CALVIT	1	20.00	14.00	0.00	14.00
9	7/14/25	MARIJANE CHAVEZ	1	20.00	14.00	0.00	14.00
10	7/14/25	TYLER CHESLEY	1	20.00	14.00	0.00	14.00
11	7/14/25	AUDREY CLARK	1	20.00	14.00	0.00	14.00
12	7/14/25	CARLONDA COCKRELL	4	194.00	14.00	156.00	170.00
13	7/14/25	KAREN CRAFT	1	20.00	14.00	0.00	14.00
14	7/14/25	LAJOY CURRIE	1	20.00	14.00	0.00	14.00
15	7/14/25	MATTHEW DE RUYTER	1	20.00	14.00	0.00	14.00
16	7/14/25	CELESTINE DUNCAN	1	20.00	14.00	0.00	14.00
17	7/14/25	DORIS ESQUIVEL	1	20.00	14.00	0.00	14.00
18	7/14/25	JOAN FEXER	1	20.00	14.00	0.00	14.00
19	7/14/25	MERITZIA GOMEZ	1	20.00	14.00	0.00	14.00
20	7/14/25	NANCY GOMEZ	1	20.00	14.00	0.00	14.00
21	7/14/25	CHRISTIAN GONZALEZ	1	20.00	14.00	0.00	14.00
22	7/14/25	DANIEL GRIMALDO	1	20.00	14.00	0.00	14.00
23	7/14/25	SUSAN GUTOWSKI	4	194.00	14.00	156.00	170.00
24	7/14/25	ZACHARY HUBERT	1	20.00	14.00	0.00	14.00
25	7/14/25	ALSTON HUESERS	1	20.00	14.00	0.00	14.00
26	7/14/25	MICHELLE HUTCHINSON	1	20.00	14.00	0.00	14.00
27	7/14/25	WANDA JACKSON	1	20.00	14.00	0.00	14.00
28	7/14/25	JAYVEN JEAN LOUIS	1	20.00	14.00	0.00	14.00
29	7/14/25	DIANA JESKE	1	20.00	14.00	0.00	14.00
30	7/14/25	ROBERT JOHNSON	1	20.00	14.00	0.00	14.00
							1512.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Item 11.

Please Circle Claim Quar

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QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
- Texas Government Code 61.0015-

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name: Waller

Quarterly Date Range: 7/1/25 9/30/2025

Grand Total Amount Requested

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		PETIT JURY					
1	7/14/25	GLORIA KEA	1	20.00	14.00	0.00	14.00
2	7/14/25	JOHN LOFTIN JR	1	20.00	14.00	0.00	14.00
3	7/14/25	BOBBIE LOVELESS	1	20.00	14.00	0.00	14.00
4	7/14/25	DOROTHY MARQUEZ	1	20.00	14.00	0.00	14.00
5	7/14/25	ANITRA MCKINLEY	1	20.00	14.00	0.00	14.00
6	7/14/25	CLAIR MENNING	1	20.00	14.00	0.00	14.00
7	7/14/25	WESLEY MERSIOVSKY	1	20.00	14.00	0.00	14.00
8	7/14/25	JOYCE METSA	1	20.00	14.00	0.00	14.00
9	7/14/25	ANETT MIER	4	194.00	14.00	156.00	170.00
10	7/14/25	JENNIFER MIKO	1	20.00	14.00	0.00	14.00
11	7/14/25	DAVID MILLER	1	20.00	14.00	0.00	14.00
12	7/14/25	SHAWN MOEBES	1	20.00	14.00	0.00	14.00
13	7/14/25	MELISSA MORALES	1	20.00	14.00	0.00	14.00
14	7/14/25	STEFFANY MORENO	4	194.00	14.00	156.00	170.00
15	7/14/25	HILLARY NEUMAN	1	20.00	14.00	0.00	14.00
16	7/14/25	IRIS ORTIZ	1	20.00	14.00	0.00	14.00
17	7/14/25	KIRK PIPER	1	20.00	14.00	0.00	14.00
18	7/14/25	DELORES RAGSTON	1	20.00	14.00	0.00	14.00
19	7/14/25	TODD ALAN	1	20.00	14.00	0.00	14.00
20	7/14/25	HILDA RINGEL	4	194.00	14.00	156.00	170.00
21	7/14/25	SHARON ROBERTS	4	194.00	14.00	156.00	170.00
22	7/14/25	ROBLEDO SALAZAR	1	20.00	14.00	0.00	14.00
23	7/14/25	ENRIQUE SANCHEZ	1	20.00	14.00	0.00	14.00
24	7/14/25	RAJVIR SINGH	1	20.00	14.00	0.00	14.00
25	7/14/25	LOU THIBODEAUX-WALKER	1	20.00	14.00	0.00	14.00
26	7/14/25	LETICIA VARGAS	4	194.00	14.00	156.00	170.00
27	7/14/25	KRISTEN WENDT	4	194.00	14.00	156.00	170.00
28	7/14/25	EDMOND WEWERS	1	20.00	14.00	0.00	14.00
29	7/14/25	HARMONY WILLIAMS	1	20.00	14.00	0.00	14.00
30	7/14/25	ERIK WILSON	1	20.00	14.00	0.00	14.00
							1356.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar

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QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
- Texas Government Code 61.0015-

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name: Waller

Quarterly Date Range: 7/1/25 9/30/2025

Grand Total Amount Requested

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		PETIT JURY					
1	7/14/25	ASHELY WOOD	1	20.00	14.00	0.00	14.00
2	7/14/25	MYRACLE WOODS	1	20.00	14.00	0.00	14.00
3	7/14/25	LORI ZELENY	1	20.00	14.00	0.00	14.00
4	7/15/25	FATIMA DE JESUS	1	20.00	14.00	0.00	14.00
5	7/15/25	CHRISTOPHER HENDRIX	1	20.00	14.00	0.00	14.00
6	7/15/25	DONNA KNAAK	1	20.00	14.00	0.00	14.00
7	7/15/25	DARRION WASHINGTON	1	20.00	14.00	0.00	14.00
8	7/24/25	CLINT CORNELIUS	1	20.00	14.00	0.00	14.00
9	7/24/25	REBECCA HENDRIX	1	20.00	14.00	0.00	14.00
10	7/24/25	ANTIERRA HOUSTON	1	20.00	14.00	0.00	14.00
11	7/24/25	KALEB KENNEDY	1	20.00	14.00	0.00	14.00
12	7/24/25	JUSTIN PILAT	1	20.00	14.00	0.00	14.00
13	7/24/25	TYLER RENKEN	1	20.00	14.00	0.00	14.00
14	7/24/25	VERONICA RIOJAS	1	20.00	14.00	0.00	14.00
15	7/24/25	BRIAN SCHAFER	1	20.00	14.00	0.00	14.00
16	7/24/25	DOMINGO VILLARREAL	1	20.00	14.00	0.00	14.00
17	7/24/25	JAMES WOODARD JR	1	20.00	14.00	0.00	14.00
18	8/15/25	ASHLEY BITTNER	1	20.00	14.00	0.00	14.00
19	8/15/25	AYDEN BLOMBERG	1	20.00	14.00	0.00	14.00
20	8/15/25	ELIZABETH BLOUNT	1	20.00	14.00	0.00	14.00
21	8/15/25	ROBIN CHAVARRIA	1	20.00	14.00	0.00	14.00
22	8/15/25	CARLOS CHAVEZ II	1	20.00	14.00	0.00	14.00
23	8/15/25	FRANCISCO CHIA	1	20.00	14.00	0.00	14.00
24	8/15/25	JULIO DOMINGUEZ	1	20.00	14.00	0.00	14.00
25	8/15/25	DEBORAH FITZGERALD	1	20.00	14.00	0.00	14.00
26	8/15/25	GIOVANNI GAUDIOSO	1	20.00	14.00	0.00	14.00
27	8/15/25	RUBY HERRING	1	20.00	14.00	0.00	14.00
28	8/15/25	DONNA LAPAGLIA-CARLSON	1	20.00	14.00	0.00	14.00
29	8/15/25	ANDRA LIEBL	1	20.00	14.00	0.00	14.00
30	8/15/25	KAYLA MUNDY	1	20.00	14.00	0.00	14.00
							420.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar

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Item 11.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
- Texas Government Code 61.0015-

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name

Waller

Quarterly Date Range
7/1/25 9/30/2025

Grand Total Amount Requested

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day& Addt'l days/$52.00	
Jury Type-+		PETIT JURY					
1	8/15/25	SIERRA HALL	1	20.00	14.00	0.00	14.00
2	8/15/25	TRAVIS MUZNY	1	20.00	14.00	0.00	14.00
3	8/15/25	CHRISTOPHER NEAL	1	20.00	14.00	0.00	14.00
4	8/15/25	CRISTIAN PEREZ	1	20.00	14.00	0.00	14.00
5	8/15/25	JONATHAN ROCK	1	20.00	14.00	0.00	14.00
6	8/15/25	APOLINAR RODARTE	1	20.00	14.00	0.00	14.00
7	8/15/25	DIEDRE SCOTT	1	20.00	14.00	0.00	14.00
8	8/15/25	MARY STALSBY	1	20.00	14.00	0.00	14.00
9	8/15/25	JENNIFER STROUP	1	20.00	14.00	0.00	14.00
10	8/15/25	KAYLEE TETER	1	20.00	14.00	0.00	14.00
11	8/15/25	KHIEM TRAN	1	20.00	14.00	0.00	14.00
12	8/15/25	SAMUEL WHITLEY	1	20.00	14.00	0.00	14.00
13	8/15/25	CHRISTOPHER YORK	1	20.00	14.00	0.00	14.00
14	8/15/25	CLARENCE ELLISON E	2	78.00	14.00	52.00	66.00
15	8/15/25	BRYSON MOORE	2	78.00	14.00	52.00	66.00
16	8/15/25	MONICA ORTIZ	2	78.00	14.00	52.00	66.00
17	8/15/25	ESBELDA PEARSON	2	78.00	14.00	52.00	66.00
18	8/15/25	KAEMAN PERKINS	2	78.00	14.00	52.00	66.00
19	8/15/25	BOBBY RUNNELS	2	78.00	14.00	52.00	66.00
20	8/19/25	PAMELA BROWN	1	20.00	14.00	0.00	14.00
21	8/19/25	BAILEY KEYS	1	20.00	14.00	0.00	14.00
22	8/19/25	KATHERINE KOSTAK	1	20.00	14.00	0.00	14.00
23	8/19/25	SLEIGHT LAESSER	1	20.00	14.00	0.00	14.00
24	8/19/25	VICTORIA MOCK	1	20.00	14.00	0.00	14.00
25	8/19/25	MARIA MONTOYA	1	20.00	14.00	0.00	14.00
26	8/19/25	EDDIE RODRIGUEZ	1	20.00	14.00	0.00	14.00
27	8/19/25	PEGGY SANTUCCI	1	20.00	14.00	0.00	14.00
28	8/19/25	TRISTAN STRAWN	1	20.00	14.00	0.00	14.00
29	8/19/25	HERSCHELL VARGAS	1	20.00	14.00	0.00	14.00
30							
							718.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar

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QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
- Texas Government Code 61.0015-

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name: Waller

Quarterly Date Range: 7/1/25 9/30/2025

Grand Total Amount Requested

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		GRAND JURORS					
1	7/21/25	FRANCINE ARCHIE	1	20.00	14.00	0.00	14.00
2	7/21/25	JOHN BOAZ II	1	20.00	14.00	0.00	14.00
3	7/21/25	SHARON COLE	1	20.00	14.00	0.00	14.00
4	7/21/25	LUIS DAZA	1	20.00	14.00	0.00	14.00
5	7/21/25	CYNTHIA DERKOWSKI	1	20.00	14.00	0.00	14.00
6	7/21/25	ELOISE DUENAS	1	20.00	14.00	0.00	14.00
7	7/21/25	AHMED ELBESS	1	20.00	14.00	0.00	14.00
8	7/21/25	SHELLEY FRIES	1	20.00	14.00	0.00	14.00
9	7/21/25	JOCELYNE GARCIA	1	20.00	14.00	0.00	14.00
10	7/21/25	ANDREW HERBER	1	20.00	14.00	0.00	14.00
11	7/21/25	COURTNEY HEEDLES	1	20.00	14.00	0.00	14.00
12	7/21/25	STEPHANIE HENDRIX	1	20.00	14.00	0.00	14.00
13	7/21/25	JAMES HOSS	1	20.00	14.00	0.00	14.00
14	7/21/25	LASANDRA JAMES	1	20.00	14.00	0.00	14.00
15	7/21/25	DERRICK JOE	1	20.00	14.00	0.00	14.00
16	7/21/25	NAVIKA KUMAR	1	20.00	14.00	0.00	14.00
17	7/21/25	JO LACINA	1	20.00	14.00	0.00	14.00
18	7/21/25	STEPHEN LAFAVER	1	20.00	14.00	0.00	14.00
19	7/21/25	JONATHON LINER	1	20.00	14.00	0.00	14.00
20	7/21/25	JOSE LOZANO	1	20.00	14.00	0.00	14.00
21	7/21/25	CAMILLO LUJAN	1	20.00	14.00	0.00	14.00
22	7/21/25	JAMES MEREDITH	1	20.00	14.00	0.00	14.00
23	7/21/25	DEIDRE MORGAN	1	20.00	14.00	0.00	14.00
24	7/21/25	DIANE MUNSON	1	20.00	14.00	0.00	14.00
25	7/21/25	KURT NELSON	1	20.00	14.00	0.00	14.00
26	7/21/25	PHILIP NGUYEN	1	20.00	14.00	0.00	14.00
27	7/21/25	SHARA NGUYEN	1	20.00	14.00	0.00	14.00
28	7/21/25	CHRISTOPHER PATE	1	20.00	14.00	0.00	14.00
29	7/21/25	ALYSSA REYES	1	20.00	14.00	0.00	14.00
30	7/21/25	DAVID RODRIGUEZ	1	20.00	14.00	0.00	14.00
							420.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quar

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QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
- Texas Government Code 61.0015-

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name: Waller

Quarterly Date Range: 7/1/25 9/30/2025

Grand Total Amount Requested:

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type-+		GRAND JURORS					
1	7/21/25	CHRISTOPHER SANDOVAL	1	20.00	14.00	0.00	14.00
2	7/21/25	FERNANDO SANTOS	1	20.00	14.00	0.00	14.00
3	7/21/25	JANICE SCHULZE	1	20.00	14.00	0.00	14.00
4	7/21/25	KYLE SPEARS	1	20.00	14.00	0.00	14.00
5	7/21/25	JOHN TONG	1	20.00	14.00	0.00	14.00
6	7/21/25	MELANIE VOSS	1	20.00	14.00	0.00	14.00
7	7/21/25	KENNETH WETHINGTON	1	20.00	14.00	0.00	14.00
8	7/21/25	SHEILA WHITE	1	20.00	14.00	0.00	14.00
9	7/21/25	LAN ZHANG	1	20.00	14.00	0.00	14.00
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							126.00

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2025-11-10

Permit # 2025-2078

Issued To: Norfleet Land Services, Jeffery Bryant

Road Name: Morton Rd and Schlipf Rd.

The location of your proposed improvements within the County Right-Of-Way as shown by the accompanying notice is approved. Contractor shall notify Waller County Road and Bridge at (979) 826-7670, a minimum of 48 hours prior to construction.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked and bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original or better condition.
4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

J. Ross McCall

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2025-11-13

Permit # 2025-2831

Issued To: Centric Fiber , Katy Cox

Road Name: Betka Rd

The location of your proposed improvements within the County Right-Of-Way as shown by the accompanying notice is approved. Contractor shall notify Waller County Road and Bridge at (979) 826-7670, a minimum of 48 hours prior to construction.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked and bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original or better condition.
4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

J. Ross McCall

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2025-11-21

Permit # 2025-2735

Issued To: Ezee Fiber Texas, LLC, Seann Perry

Road Name: Freeman Ranch Dr., Amberwood Park Dr., Lone Rider Dr., Elaine Valley Dr., San Miguel Creek Dr., Beechwood Hacienda Dr., Rustic Shadow Drive., Mustang Trot Dr., Texas Pecan Dr., Sunny Highlands Dr., Light Summit Dr., Lynn Lotus Dr., Polly Grove Dr., and Beckendorff Rd.

The location of your proposed improvements within the County Right-Of-Way as shown by the accompanying notice is approved. Contractor shall notify Waller County Road and Bridge at (979) 826-7670, a minimum of 48 hours prior to construction.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked and bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original or better condition.
4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

Ross McCall
County Engineer

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sabine Springs Detention Reserve B Phase 1

Date: December 10, 2025

Background

Final Plat of Sabine Springs Detention Reserve B Phase 1 which consists of 5.639 acres will include 1 Block and 1 Reserve in Precinct 2.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Lakes of Cane Island Detention Reserve "A"

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island Detention Reserve A which consists of 6.907 acres will include 1 Block and 2 Reserves in Precinct 4.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Lakes of Cane Island Detention Reserve "B"

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island Detention Reserve B which consists of 3.795 acres will include 1 Block and 1 Reserve in Precinct 4.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Lakes of Cane Island Detention Reserve "C" & "D"

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island Detention Reserve "C" &" D" which consists of 7.728 acres will include 1 Block and 2 Reserves in Precinct 4.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Lakes of Cane Island Detention Reserve "C" & "D"

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island Detention Reserve "C" &" D" which consists of 7.728 acres will include 1 Block and 2 Reserves in Precinct 4.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Lakes of Cane Island Detention Reserve "F"

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island Detention Reserve "F" which consists of 13.13 acres will include 1 Block and 1 Reserve in Precinct 4.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Jordan Ranch Commercial

Date: December 10, 2025

Background

Final Plat of Jordan Ranch Commercial which consists of 4.000 acres will include 1 Block and 1 Reserve in Precinct 4.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Mirabella Detention Basin 5 Phase 1 and Detention Basin 6

Date: December 10, 2025

Background

Final Plat of Mirabella Detention Basin 5 Phase 1 and Detention Basin 6 which consists of 23.39 acres will include 1 Block and 4 Reserves in Precinct 3.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Lakes of Cane Island WC M.U.D. NO. 58 Lift Station No. 1

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island WC M.U.D. NO 58 Lift Station NO. 1 which consists of 0.9643 acres will include 1 Block and 1 Reserve in Precinct 4.

Staff Recommendation

Approve Plat

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval- Lakes of Cane Island Section 3

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island Section 3 which consists of 15.14 acres will include 62 Lots, 2 Blocks and 5 Reserves in Precinct 4.

Staff Recommendation

Approve Plat and accept Construction Bond

Bond No. 58S218853
Premium $ _____

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Fellers & Clark, LP / PHHOU-Cane Island 178, LLC, Chesmar Homes, LLC and Drees Custom Homes, LP as Principal, and Liberty Mutual Insurance Company a corporation duly organized and by the virtue of the laws of the State of Massachusetts and authorized to become sole surety on bonds in the State of Texas, as Surety, are held and firmly bound unto the Waller County Judge Carbett "Trey" J. Duhon III or his successors in office, hereinafter called the Obligee, in the just and penal sum of Six Hundred Twenty Six Thousand Nine Hundred One and 35/100 Dollars ($626,901.35), lawful money of the United States of America, to be the payment of which well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHREAS, the said Principal hereby guarantees against defective workmanship and material for the following improvements:

Lakes of Cane Island Sec 3

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term of One (1) year(s) from the date of acceptance of the work by the Obligee to expire _____.
2. In the event of default by the Principal in the performance of the maintenance during the term of this bond, the Surety shall be liable only for cost of maintenance up to the termination of the term of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety after the expiration date of the bond.

Signed and sealed this 29th day of September, 20 25

ATTEST: _____

Secretary

Print: Carrie Krenek, Secretary

Fellers & Clark, LP

Principal

By: _____

Print: Cortland Fellers, President

Surety: Liberty Mutual Insurance Company

By: _____

Michelle Ulery, ATTORNEY IN FACT

ATTEST:

OWNER: **PHHOU-Cane Island 178, LLC,**

By: Jalen Grearing
Name: Jalen Grearing

By: Connor R. Young
Name: CONNOR YOUNG
Title: DIRECTOR OF LAND DEVELOPMENT

ATTEST:

OWNER: **Chesmar Homes, LLC**

By: Nicole Davis
Name:

By: Scott Merovitch
Name: Scott Merovitch
Title: Area President

ATTEST:

OWNER: **Drees Custom Homes, LP**

By: Nicole Davis
Name: Nicole Davis

By: Andrew Howells
Name: ANDREW HOWELLS
Title: DIVISION PRESIDENT

APPROVED this 10th day of Dec., 20 25.

ATTEST:

Debbie Hollan
County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Carbett "Trey" J. Duhon III
County Judge
Waller County, Texas

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200515

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ullery, Kelly J. Brooks, C A McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of September 2025

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

TEXAS
IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: http://www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

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UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propusito de informacion y no se convierte en parte o condicion del documento adjunto.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval- Lakes of Cane Island Section 4

Date: December 10, 2025

Background

Final Plat of Lakes of Cane Island Section 4 which consists of 15.76 acres will include 58 Lots, 2 Blocks and 6 Reserves in Precinct 4.

Staff Recommendation

Approve Plat and accept Construction Bond

Bond No. 58S218854
Premium $ _____

CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Fellers & Clark, LP / PHHOU-Cane Island 178, LLC, Chesmar Homes, LLC and Drees Custom Homes, LP as Principal, and Liberty Mutual Insurance Company a corporation duly organized and by the virtue of the laws of the State of Massachusetts and authorized to become sole surety on bonds in the State of Texas, as Surety, are held and firmly bound unto the Waller County Judge Carbett "Trey" J. Duhon III or his successors in office, hereinafter called the Obligee, in the just and penal sum of Seven Hundred Twenty Two Thousand One Hundred Seventy One and 95/100 Dollars ($722,171.95), lawful money of the United States of America, to be the payment of which well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHREAS, the said Principal hereby guarantees against defective workmanship and material for the following improvements:

Lakes of Cane Island Sec 4

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term of One (1) year(s) from the date of acceptance of the work by the Obligee to expire _____.
2. In the event of default by the Principal in the performance of the maintenance during the term of this bond, the Surety shall be liable only for cost of maintenance up to the termination of the term of this bond.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety after the expiration date of the bond.

Signed and sealed this 29th day of September, 20 25

ATTEST: _____

Secretary

Print: Carrie Krenek, Secretary

Fellers & Clark, LP

Principal

By: _____

Print: Cortland Fellers, President

Surety: Liberty Mutual Insurance Company

By: _____

Michelle Ulery, ATTORNEY IN FACT

ATTEST:

By: Jalen Gearing
Name: Jalen Gearing

OWNER: **PHHOU-Cane Island 178, LLC,**

By: Connor Young
Name: Connor Young
Title: Director of Land Development

ATTEST:

By: Nicole Davis
Name: Scott Merovitch

OWNER: **Chesmar Homes, LLC**

By: Scott Merovitch
Name: Scott Merovitch
Title: Area President

ATTEST:

By: Nicole Davis
Name: Nicole Davis

OWNER: **Drees Custom Homes, LP**

By: Andrew Howells
Name: Andrew Howells
Title: Division President

APPROVED this 10th day of Dec, 20 25.

ATTEST:

Debbie Hollan
County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Carbett "Trey" J. Duhon III
County Judge
Waller County, Texas

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8200515

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michelle Ulery, Kelly J. Brooks, C A. McClure, Kenneth L. Meyer

all of the city of Cypress state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

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Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

November 12, 2025

Dean Rasmuson, P.E.
WGA
Ward, Getz & Associates, PLLC
2500 Tanglewilde, Suite 20
Houston, Texas 77063
713-789-1900

Re: Heritage West (Schlipf Road) – Substantial Completion /One-Year Warranty Period

Mr. Rasmuson

This formal notice is per your request to inspect the above referenced project, (specifically 1457 linear feet of Schlipf Road only) in order to begin the one (1) year maintenance period.

On 09/29/2025, Mr. Vincent Hensen from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 09/29/2025. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 09/29/2026 to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Heritage West WSD & P

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of	Comments
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction	
Schlipf Road	4	1457.00	0.28	50-Foot	9" Rein. Conc.	31	Fred Eule			$ 537,624.75	
		1457.00	0.28							$ 537,624.75	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

November 19, 2025

Juan A Perez, P.E.
DEC Engineering Excellence

T.B.P.E.L.S. Fir Registration #392
3100 West Alabama
Houston, Texas 77098
713-520-9570

Re: Maple Woods Sec 1 – Substantial Completion /One-Year Warranty Period

Mr. Perez

This formal notice is per your request to inspect the above referenced project in order to begin the one (1) year maintenance period.

On 09/17/2025, Mr. Vincent Hensen from the Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 09/17/2025. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 09/17/2026 to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Maple Woods Section 1

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of	Comments
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction	
PINE CREEK LANE	2	163.21	0.03	60-Foot	6" Rein. Conc.	28	MAPLE WOODS SETION 1	9/3/2025	2510965	$52,285.53	
ELM SPRING DRIVE	2	643.56	0.12	60-Foot	6" Rein. Conc.	28	MAPLE WOODS SETION 1	9/3/2025	2510965	$206,169.22	
RISING CEDAR LANE	2	829.7	0.16	60-Foot	6" Rein. Conc.	28	MAPLE WOODS SETION 1	9/3/2025	2510965	$265,800.54	
TAIL BIRCH DRIVE	2	615.38	0.12	60-Foot	6" Rein. Conc.	28	MAPLE WOODS SETION 1	9/3/2025	2510965	$197,141.54	
OAK HAVEN	2	192.02	0.04	80-Foot	6" Rein. Conc.	60	MAPLE WOODS SETION 1	9/3/2025	2510965	$61,515.03	
ALDER CHASE DRIVE	2	1252.41	0.24	60-Foot	6" Rein. Conc.	28	MAPLE WOODS SETION 1	9/3/2025	2510965	$401,218.83	
WAX MYRTLE WAY	2	806.24	0.15	60-Foot	6" Rein. Conc.	28	MAPLE WOODS SETION 1	9/3/2025	2510965	$258,284.96	
		4502.52	**0.85**							**$1,442,415.65**	

SHEFFIELD RD

SHEFFIELD RD

FM 1488

KICKAPOO RD

THREE MILE CREEK

100' PROP ROW

FM 1488

KICKAPOO RD

100' PROP ROW

JOSEPH RD

KICKAPOO RD

JOSEPH RD

100' PROP ROW

KICKAPOO RD

KICKAPOO RD

ALIGNMENT OPTIONS

LJA Engineering, Inc. LJA
FRN - F-1386

LEGEND

- ALIGNMENT OPTION A (WALLER COUNTY THOROUGHFARE PLAN)
- ALIGNMENT OPTION B
- ALIGNMENT OPTION C
- PARCEL
- FLOODWAY
- FLOODPLAIN - 100 YEAR
- FLOODPLAIN - 500 YEAR

N

0' 25' 250' 500'
SCALE: 1"=500'

$$$$SYSTEM$$$$ - $$DATE$$
$$$$SHOWSPECIFICATION$$$$

Term Contract Renewal Form
Waller County, Texas

Solicitation #: Bid 2025-02

Title: Term Contract for Pavement Markings

Contracted Vendor: Stripes & Stops

Mr. McKinley,

The referenced contract with your company expires December 31, 2025. Contract provisions allow for renewal of this contract if mutually agreeable.

If your company wishes to renew this contract through December 31, 2026 under the same terms and conditions, please complete the information below and return this form along with a Form 1295 by e-mail to j.kovar@wallercounty.us. I will then present to Waller County Commissioners Court for consideration of renewal. Please respond to this email by 5:00pm Friday, October 10, 2025.

X Yes, I agree to renewing our agreement with Waller County under the same terms and conditions.

_____ No, I do not wish to renew our agreement with Waller County.

If yes, please provide a Form 1295 along with this renewal form by replying to this email.

Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, extensions or renewals are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

https://prd.tecprd.ethicsefile.com/File/

On-line instructions:

Name of governmental entity is to read: Waller County
Identification number used by the governmental entity is: Bid 2025-02
Description is to read: Pavement Markings

After completing the Form 1295 from the link provided, please print the form, complete box 6, sign, and email the Form 1295 and this signed term contract renewal form to j.kovar@wallercounty.us. If your company is publicly traded you are not required to complete this form.

Steven P. McKinley
Signature of Authorized Representative

10/8/2025
Date

Steven P. McKinley, President
Printed Name and Title of Authorized Representative

Waller County - Bid Proposal for PAVEMENT MARKINGS # 2025-02 - PRICE INCREASE

Class	Description	Size	Color	Line Type	Unit	QTY	Bid Proposal $ - Original	20% Increase - Effective Jan 1st, 2026
Type II - 666	Reflective Pavement Marking	4"	White	Solid	LF	100,000.00	$0.29	$0.35
Type II - 666	Reflective Pavement Marking	4"	Yellow	Solid	LF	50,000.00	$0.29	$0.35
Type II - 666	Reflective Pavement Marking	4"	Yellow	Broken	LF	50,000.00	$0.30	$0.36
Type I - 666	Reflective Pavement Marking	4"	White	Solid	LF	50,000.00	$0.47	$0.56
Type I - 666	Reflective Pavement Marking	4"	White	Broken	LF	25,000.00	$0.47	$0.56
Type I - 666	Reflective Pavement Marking	4"	Yellow	Solid	LF	50,000.00	$0.47	$0.56
Type I - 666	Reflective Pavement Marking	4"	Yellow	Broken	LF	25,000.00	$0.47	$0.56
Type I - 666	Reflective Pavement Marking	8"	White	Solid	LF	1,000.00	$0.80	$0.96
Type I - 666	Reflective Pavement Marking	12"	White	Solid	LF	1,000.00	$1.50	$1.80
Type I - 666	Reflective Pavement Marking	24"	White	Solid	LF	1,000.00	$3.20	$3.84
Type I - 666	Reflective Pavement Marking	8"	Yellow	Solid	LF	1,000.00	$0.80	$0.96
Type I - 666	Reflective Pavement Marking	12"	Yellow	Solid	LF	1,000.00	$1.50	$1.80
Type I - 666	Reflective Pavement Marking	24"	Yellow	Solid	LF	1,000.00	$3.20	$3.84
Type I - 666	Reflective Pavement Marking	RR Crossing	White	Symbol	EA	6.00	$300.00	$360.00
Type I - 666	Reflective Pavement Marking	ONLY	White	Word	EA	6.00	$120.00	$144.00
Type I - 666	Reflective Pavement Marking	Left/Right Arrow	White	Symbol	EA	6.00	$110.00	$132.00
666	Pavement Sealer	4"		Solid / Broken	LF	350,000.00	$0.08	$0.10
666	Pavement Sealer	8"		Solid / Broken	LF	1,000.00	$0.15	$0.18
666	Pavement Sealer	12"		Solid / Broken	LF	1,000.00	$0.25	$0.30
666	Pavement Sealer	24"		Solid / Broken	LF	1,000.00	$0.50	$0.60
666	Pavement Sealer	ONLY		Word	EA	6.00	$10.00	$12.00
666	Pavement Sealer	Left/ Right Arrow		Symbol	EA	6.00	$10.00	$12.00
666	Pavement Sealer	RR Crossing		Symbol	EA	6.00	$40.00	$48.00
Type II - 672	Raised Pavement Marking		A-A	RPM	EA	1,000.00	$5.00	$6.00
Type II - 672	Raised Pavement Marking		C-R	RPM	EA	1,000.00	$5.00	$6.00
677	Eliminate Exisitng Pavement Marking	4"		Solid / Broken	LF	350,000.00	$0.50	$0.60
677	Eliminate Exisitng Pavement Marking	8"		Solid / Broken	LF	1,000.00	$1.00	$1.20
677	Eliminate Exisitng Pavement Marking	12"		Solid / Broken	LF	1,000.00	$1.50	$1.80
677	Eliminate Exisitng Pavement Marking	24"		Solid / Broken	LF	1,000.00	$3.00	$3.60
677	Eliminate Exisitng Pavement Marking	ONLY		Word	EA	6.00	$30.00	$36.00
677	Eliminate Exisitng Pavement Marking	Left/ Right Arrow		Symbol	EA	6.00	$30.00	$36.00
678	Pavement Surface Prep for Marking	4"		Solid / Broken	LF	350,000.00	$0.05	$0.06

678	Pavement Surface Prep for Marking	8"		Solid / Broken	LF	1,000.00	$0.15	$0.18
678	Pavement Surface Prep for Marking	12"		Solid / Broken	LF	1,000.00	$0.30	$0.36
678	Pavement Surface Prep for Marking	24"		Solid / Broken	LF	1,000.00	$0.60	$0.72
678	Pavement Surface Prep for Marking	RR Crossing		Symbol	Ea	12.00	$50.00	$60.00
678	Pavement Surface Prep for Marking	ONLY		Word	EA	6.00	$10.00	$12.00
678	Pavement Surface Prep for Marking	Left/Right Arrow		Symbol	EA	6.00	$10.00	$12.00

Additional Line Items								
Type I - 666	Reflective Pavement Marking	Combo Arrow	White	Symbol	EA		$0.00	$264.00
666	Pavement Sealer	Combo Arrow		Symbol	EA		$0.00	$24.00
	Raised Pavement Marking	Button	Yellow	RPM	EA		$0.00	$6.00
	Raised Pavement Marking	Button	White	RPM	EA		$0.00	$6.00
677	Eliminate Exisitng Pavement Marking	Combo Arrow		Symbol	EA		$0.00	$72.00
677	Eliminate Existing Pavement Marking	RR Crossing		Symbol	EA		$0.00	$100.00
678	Pavement Surface Prep for Marking	Combo Arrow		Symbol	EA		$0.00	$24.00

Texas Department of Transportation

P.O. Box 1386 | Houston, Texas 77251-1386
713.802.5000
txdot.gov

November 7, 2025

Via Email and Certified Mail: 9489 0090 0027 6430 2118 83

The Honorable Carbett "Trey" J. Duhon, III
County Judge, Waller County
836 Austin Street
Hempstead, Texas 77445

RE: Local Government Assistance Program
Transportation Code §201.706
Appropriation Year 2026
Waller County

Dear Judge Duhon:

Transportation Code §201.706, passed by the 75th Texas Legislature, requires The Texas Department of Transportation (TxDOT) to assist counties with materials to repair and maintain county roads.

Waller County (County) is allocated $33,256.00 for Appropriation Year (AY) 2026. To meet this allotment, the following materials are being offered for the County's use:

- Cubic Yards (CY) of RAP (with a value of $20.00/CY) is available now for pick up at our stockpile yard located at 400 FM 1488, Hempstead, Texas 77445.
- Other items such as Concrete Traffic Barrier and Signal Poles available at your disposal (information provided by Clifford Dawson)

In accordance with 43 TAC §29.3 rules, please submit to TxDOT within 45 days your request for surplus materials to be distributed in AY 2026. Surplus material not requested by your County will be made available to other counties. TxDOT looks forward to receiving your request.

If the County agrees to accept this offer, please notify Clifford Dawson, Maintenance Supervisor for the Waller Maintenance Office at (979) 567-7862 or via email at Clifford.Dawson@txdot.gov as soon as possible so the materials can be procured.

Once the County accepts the offer, please contact Clifford Dawson to schedule a date and time to pick up the materials. When scheduling, please provide a contact name, phone number and email address for the person that will be responsible for picking up the materials. Finally, please pick up all materials by July 31, 2026.

Should you have any questions, please contact Robert Henry at (936) 202-0465 or via email at Robert.Henry@txdot.gov.

Sincerely,

Melody I. Galland, P.E.
Director of Maintenance
Houston District

CC: Thomas G. Allbritton, P.E., District Engineer, Houston District, TxDOT
Robert E. Henry, District Maintenance Administrator, Houston District, TxDOT
Anthony P. Boucher, P.E., Area Engineer, Ford Bend Area Office, Houston District, TxDOT
Clifford W. Dawson, Maintenance Supervisor, Waller Maintenance Office, Houston District, TxDOT

Schmidt Funeral Home

819 Waller Avenue, P.O. Box 248, Brookshire, TX 77423 - 281-934-2424
12029 Hwy. 36 South, P.O. Box 610, Bellville, TX 77418 - 979-865-2424

INVOICE
November 3, 2025

Registration # 028625
Joan Sargent Waller Co. Treasurer
Deputy JG Date 11-13-25

Bill To:
Waller County Treasurer
836 Austin Street, #316
Hempstead, TX 77445

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			First Call - - per Judge Joe Hester				425.00
1			Body Bag				200.00
1			Transport to Fort Bend ME				500.00
						Balance Due	$ 1125.00

NOV 4'25 PM 2:53 TREASURER

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

Waller County Check Request/Reimbursement Form

Employee submitting request: Trey Duhon III

Department: County Judge

Total Amount Due: $600.36

NOV10'25PM3:08TREASURER

Please make check payable to:

Name: Trey Duhon III

Address:

Registration # 028829
Joan Sargent Waller Co. Treasurer
Deputy JG Date 11-17-25

Please mail check to:

Name: Will pick up

Address:

Purpose of check: Reimbursement for Grand Opening Food

NOV18'25PM9:53AUDITOR

Charge to GL line: 606-606-581839

11/10/25

Signature of Person Submitting Request **Date**

11/10/25

Signature of Official/Department Head Submitting Request **Date**

Waller County Check Request/Reimbursement Form

Employee submitting request: Trey Duhon III

Department: County Judge's Office

Total Amount Due: $215.00

Please make check payable to:

NOV10'25PM3:08TREASURER

Name: Trey Duhon III

Address:

Please mail check to:

Name: Will pick up

Registration # 028828
Joan Sargent Waller Co. Treasurer
Deputy SG Date 11-17-25

Address:

Purpose of check: Flowers for grand opening

NOV18'25AM9:53AUDITOR

Charge to GL line: 606-606-581839

11/10/25
Signature of Person Submitting Request **Date**

11/10/25
Signature of Official/Department Head Submitting Request **Date**

Waller County Check Request/Reimbursement Form

Employee submitting request: McKenzie Kelley

Department: County Judge

Total Amount Due: $81.50

Please make check payable to: NOV10'25PM3:05TREASURER

Name: McKenzie Kelley

Address:

Please mail check to:

Name: Will pick up

Registration # 028830
Joan Sargent Waller Co. Treasurer
Deputy JG Date 11-16-25

Address:

Purpose of check: Reimbursement for Grand Opening Platters and Tablecloths

NOV18'25AM9:53AUDITOR

Charge to GL line: 606-606-581839

11/10/25
Signature of Person Submitting Request **Date**

R.Roth 11/10/25
Signature of Official/Department Head Submitting Request **Date**

Waller County Check Request/Reimbursement Form

Employee submitting request: McKenzie Kelley

Department: County Judge

Total Amount Due: $84.99

NOV13'25AM9:57TREASURER

Please make check payable to:

Name: McKenzie Kelley

Address:

028835

Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy JG Date 11-18-25

Please mail check to:

Name: will pick up

Address:

Purpose of check: Cake for Courtroom Ribbon Cutting

NOV18'25AM9:54AUDITOR

Charge to GL line: 606-606-581839

11/12/25
Signature of Person Submitting Request **Date**

11/13/25
Signature of Official/Department Head Submitting Request **Date**

GULF COAST RAIL DISTRICT
HOUSTON * TEXAS

6922 Katy Road
Houston, TX 77024
Phone 713-843-5451
Fax 713-881-3171

INVOICE NO.	INVOICE DATE	AMOUNT DUE
	11/10/2025	$ 7,500.00

To: Waller County
Attn: Ms. Joan Sargent
425 FM 1488, Suite 102
Hempstead, TX 77445

Item	Quantity	Description	Unit Price	Total
	1	General Purpose Fund - 2026		$7,500.00

Registration # 028831
Joan Sargent Waller Co. Treasurer
Deputy JG Date 11-18-25

NOV 18 '25 PM 9:53 AUDITOR

Terms: Due Upon Receipt

TOTAL $7,500.00

Transportation Advocacy Group – Houston | TAG
5718 Westheimer Rd, Suite 1000
Houston, TX 77057
E-Mail events@taghouston.org

NOV 7 '25 AM 10:16 TREASURER

INVOICE 3832 PO NUMBER	10/1/2025

BILL TO

Waller County
Trey Duhon
425 FM 1488 Suite 106
Hempstead, TX 77445

MESSAGE

Registration # 028833
Joan Sargent Waller Co. Treasurer
Deputy SG Date 11-18-25

ITEMS	QUANTITY	UNIT PRICE	PAID
Membership Dues	1	5,000.00	0.00

TOTAL **5,000.00**

PAYMENT/CREDIT/WRITE OFF/DISCOUNTS APPLIED (0.00)

TOTAL DUE BY 1/30/2026 **5,000.00**

Thank you for your support!

CURRENT	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	TOTAL OPEN INVOICE
5,000.00	0.00	0.00	0.00	5,000.00

Submit payment online here

TAG Houston Region W-9

****Our Address Has Changed****
5718 Westheimer Rd
Suite 1000
Houston, TX 77057

NOV 18 '25 AM 9:54 AUDITOR

Please update in your billing system if paying by check.

pitney bowes

Invoice

Starting in June, your invoices will only be available online.

Go to pitneybowes.com/paperlessbill to:
- Go Paperless now and enroll in AutoPay
- View, print and pay online **24/7**
- Access our Help Center or live chat

Account Number	0012748988
Invoice Number	**1028429883**
Order Date	Nov 06 2025
Invoice Date	Nov 06 2025
AMOUNT DUE Dec 6 2025	**$1,362.00**

NOV18'25PM9:55AUDITOR

DETAILS OF YOUR CHARGES Order date: Nov 06 2025
Order # 7006250696
0010954245 Waller County Tax Office, 836 Austin St, Ste 1400, Hempstead, TX, 774454667
Date of service: Nov 3 2025 Case/Service request #: 39332355

Description	Quantity	Unit	Unit Price	Total
Preparation for Move # PREP_FOR_MOVE Prep and re-install, Rush fee, No lift	1	EA	$1,362.00	$1,362.00
			Total tax	**$0.00**
			AMOUNT DUE	**$1,362.00**

028860
Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy JS Date 11-18-25

NOV13'25PM4:25TREASURER

NOV13'25PM3:50AUDITOR

To pay by mail, complete and send the coupon below. Please allow 7-10 business days for mail and processing time.

DUNS 00116-1793, TAX ID 06-0495050

Tear off here

00000173

Pitney Bowes
27 Waterview Drive
Shelton,CT 06484

Pitney Bowes payment coupon
If you've chosen to pay by mail, please include this payment coupon with your payment.

Account #: 0012748988
Invoice date: Nov 6, 2025
Payment amount due: $1,362.00
Invoice #: 1028429883
Due date: Dec 06, 2025

10000012748988810284298832000136200004

MDG2025 00005033 01

0012748988

WALLER COUNTY OF
C/O COUNTY AUDITORS OFFICE
836 AUSTIN ST
STE 1400
HEMPSTEAD TX 77445-4667

PITNEY BOWES INC
PO BOX 981039
BOSTON MA 02298-1039

Change of address/contact information?
Please update at pitneybowes.com/us/support/addresschange.

100000 01 01 005033 007818 P

PRECISION
printing & office supply

317 Victoria Ave.
Navasota, TX 77868
(936) 825-4688

Inv

Date	Invoice #
11/1/2025	25-8042

Bill To	Ship To
WALLER COUNTY TAX ASSESSOR 425 FM1488 Hempstead, TX 77445-9634	NOV14'25AM10:56TREASURER

Terms
NET30

Item	Quantity	Description	Rate	Amount
Service		Move E-Studio 3515AC SN# CNJH47680 730 9th Street to 836 Austin Street Ste 1400 Hempstead, TX 77445	60.00	60.00

NOV20'25AM9:22AUDITOR

028989
Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy JO Date 11-20-25

Thank you for your business!

Subtotal	$60.00
Sales Tax (8.25%)	$0.00
Total	$60.00

WHAT IS STATUS OF THIS CHECK?

OCT 29 '25 PM 12:01 TREASURER

Waller County Check Request/Reimbursement Form

Entered

Employee submitting request: Danny Rothe

Department: Judge - Construction Management

Total Amount Due: $12,820.13

Please make check payable to:

Name: San Bernard Electric Cooperative

Address: P.O. Box 1208

Bellville, Texas 77418

Registration # 028374
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10-30-25

Please mail check to:

Name: San Bernard

Address: Work Order 25-10-045

Purpose of check: Electrical Service for SO Maintenance Garage

Charge to GL line: 604-604-581839 SOFT COST

R. Roth 10/29/25
Signature of Person Submitting Request **Date**

R. Roth 10/29/25
Signature of Official/Department Head Submitting Request **Date**

Docusign Envelope ID: B301F12F-9A63-4784-B372-2119DAAC47D3

SAN BERNARD ELECTRIC COOPERATIVE, INC.

P.O.BOX 1208, BELLVILLE, TEXAS 77418
(979)865-3171 1-800-364-3171 FAX (979)865-9706

LINE EXTENSION CONSTRUCTION COST WORK SHEET

EFFECTIVE 01-01-25

DOT 2025 PM 1:23 TREASURER

DATE: 10/14/2025 **STAKED BY:** KK **WORK ORDER NO.** 25-10-045

OVERHEAD INSTALLATION UNITS			
-	TRANSFORMER ASSEMBLY	$1,800 00	0.00
-	SERVICE DROP ASSEMBLY	$1,000 00	0.00
-	METER POLE WITH SECONDARY	$1,600 00	0.00
-	ADD SERVICE POLE OR STUB POLE	$1,500 00	0.00
-	DEADEND PRIMARY POLE	$3,250 00	0.00
-	EACH ADDITIONAL POLE / SPAN PRIMARY LINE	$2,700 00	0.00
-	ANCHOR GUY ASSEMBLY	$800 00	0.00
-	INSERT SINGLE PHASE POLE IN EXISTING LINE	$1,850 00	0.00
-	INSERT THREE PHASE POLE IN EXISTING LINE	$2,500 00	0.00
X	Other THREE PHASE RAN FOR COST		11020.13
UNDERGROUND PRIMARY LINE INSTALLATION UNITS			
-	PRIMARY CABLE INSTALLATION @ $25 00/FT OR $2,500 00 MIN.		0.00
-	PRIMARY RISER INSTALLATION	$3,000 00	0.00
-	PADMOUNT TRANSFORMER INSTALLATION	$3,000 00	0.00
-	JUNCTION BOX INSTALATION	$3,350 00	0.00
UNDERGROUND SECONDARY LINE INSTALLATION			
-	UP TO 200 AMP SERVICE @ $ 25 00 FT OR $2,500 00 MIN		0.00
-	UP TO 300 AMP SERVICE @ $ 55 00 FT OR $2,500 00 MIN		0.00
-	UP TO 400 AMP SERVICE @ $ 90.00 FT OR $2,500 00 MIN		0.00
METERING ASSEMBLIES (NON-REFUNDABLE)			
-	SINGLE PHASE EXTENDED RANGE METERING 320 AMP	$575 00	0.00
-	SINGLE PHASE C T METERING ASSEMBLY	$1,800 00	0.00
1	THREE PHASE 240 OR 208 VOLT C T METERING ASSEMBLY	$1,800 00	1800.00
-	THREE PHASE 480 VOLT C T METERING ASSEMBLY	$2,500 00	0.00
OTHER COST (NON- REFUNDABLE)			
-	CLEARING OF ROW BASED ON 20' WIDTH @ $ 8.50 FT		0.00
-	TEMPORARY SERVICE DROP (100 AMPS OR LESS)	$600 00	0.00
	LINE RELOCATION CALCULATED COST		-
	MISCELLANEOUS COST (RESTAKE, TEMP, RETIREMENT, ETC.)		-

TOTAL CONTRIBUTION IN AID OF CONSTRUCTION (Due SBEC) -------$ 12820.13
(See Electric Service Application and Agreement Item 3-d)

TOTAL AMOUNT OF CONTRIBUTION SUBJECT TO REFUND ----------$ 11020.13

Member
Print Name: Waller County **Member's Signature:**
JUDGE TREY DUHON

BY SIGNING ABOVE I/WE DO HEREBY ACKNOWLEDGE THE TERMS AND CONDITIONS FOR THIS LINE EXTENSION CONSTRUCTION COST WORK SHEET COVERED ON THE FRONT AND CONTINUED ON THE BACK SIDE. Please read before signing.

LINE EXTENSION COST NOT COVERED IN THE ABOVE COST WILL BE FIGURED ACCORDING TO SBEC POLICY. San Bernard Electric Cooperative, Inc shall retain ownership of all materials and facilities installed by Cooperative

New Single Phase Line Extensions The Cooperative will extend single phase power lines, overhead or underground, to all residential, general (barns, water wells, shop, etc.) and small commercial services as requested by the Member. The Member will be required to pay a contribution in aid of construction, in advance, equal to the average estimated unit costs for all units required to extend the service. The Member will be required to sign a Ten Year Electric Service Application and Agreement. Under the terms of the ten year agreement, the Member shall be obligated and responsible for continual service for the first year (12 months) and in order to continue to receive any refund discount from the contribution in aid of construction monies paid shall maintain continual service for the remaining term of ten years.

New Three Phase Line Extensions The Cooperative will extend three phase power lines, overhead or underground, to all residential, general (barns, water wells, shop, etc.), small commercial and large commercial services as requested by the Member. The Member will be required to pay a contribution in aid of construction, in advance, equal to the total estimated cost to extend the service. The Member will be required to sign a Ten Year Electric Service Application and Agreement. Under the terms of the ten year agreement, the Member shall be obligated and responsible for continual service for the first year (12 months) and in order to continue to receive any refund discount from the contribution in aid of construction monies paid shall maintain continual service for the remaining term of ten years.

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11881
Date	11/12/2025
Customer PO No	Business - Table Power Adds
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	1 of 3

COURTHOUSE FURNITURE

TO
WALLER COUNTY
836 AUSTIN ST
HEMPSTEAD, TX 77445

ATTN: ALAN YOUNTS - 979-826-7740

SHIP TO
WALLER COUNTY
836 AUSTIN ST
HEMPSTEAD, TX 77445

ATTN: Danny R. Rothe
Phone: 979.826.7737 (Work) x 213
Email: d.rothe@wallercounty.us

Prepared for : A - FELICIA DAVILA

ELECTRICAL AT CONFERENCE TABLES

Line	Quantity	Description	Unit Price	Extended Amount
1	3.00 Each	305300.03.04.09 Oasis Mini 15" trough with 6 power receptacles, 1 USB-A 2.4A and 1 USB-C 60W charging ports, cutout for 1 telecom plate (sold separately), (2) 108" Standard Plugs, black powder coat finish Mark Line For: Tag: Rm 2519 and 2301	1,058.27	3,174.81
2	3.00 Each	A-BL Blank Black Telecom Plate Mark Line For: Tag: Rm 2519 and 2301	4.14	12.42
3	1.00 Each	TARIFF + MATERIAL SURCHARGE Blank Black Telecom Plate	317.79	317.79
4	1.00 Each	QUOTED LABOR Labor to install (3) power units into (2) existing conference tables. Includes onsite field cut power grommets based on template provided by vedor. Normal buiness hours.	660.00	660.00

Order Sub-Total :	$4,165.02
TOTAL ORDER :	**$4,165.02**
Required Deposit 50.00% :	$2,082.51

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF ~~1.12%~~ PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: D.R. Rothe **Name:** DANNY ROTHE **Title:** WC/DC/CM **Date:** 11/20/2025

APPROVED IN COURT 10/29/25 # 62

SOFT COST # 22

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11975
Date	11/12/2025
Customer PO No	Jury Chairs
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	
Terms	DUE UPON RECEIPT
Page	1 of 3

COURT HOUSE FURNITURE

TO
WALLER COUNTY
836 AUSTIN ST
HEMPSTEAD, TX 77445

ATTN: ALAN YOUNTS
Phone: 979-826-7740
Email: A.YOUNTS@WALLERCOUNTY.US

SHIP TO
Waller County Business Node
836 Austin Street
Suite 203
Hempstead, TX 77445

ATTN: Danny R. Rothe
Phone: 979.826.7737 (Work) x 213
Email: d.rothe@wallercounty.us

Prepared for : A - FELICIA DAVILA 14 CHAIRS FOR JURY (PORTABLE)

Line	Quantity	Description	Unit Price	Extended Amount
1	14.00 Each	HMN2--.F-.E-.IM-.ON-$(1)-.UR-51-.BLCK Motivate Nest/Stack Chair-Flex Bck-Uph Seat .F:Fixed Arm .E:Standard Nylon Glide .IM:4-Way Black .ON:Onyx $(1):Grade 1 Uph .UR:Contourett 51:Crater .BLCK:Black Mica Texture Mark Line For: Tag TG: Jury	414.23	5,799.22
2	1.00 Each	QUOTED LABOR Labor to receive, deliver, and install (14) HON Motivate Nesting chairs during normal business hours. Includes travel and truck fees.	700.00	700.00

Order Sub-Total :	$6,499.22
TOTAL ORDER :	**$6,499.22**
Required Deposit 50.00% :	$3,249.61

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: D.R. Rothe Name: DANNY ROTHE Title: WC/DF/CM Date: 10/20/2025

APPROVED IN COURT 10/29/25 #62
SOFT COST #22

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11325
Date	11/12/2025
Customer PO No	Business Node 2311/2312/2505/4316
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	1 of 9

COURT HOUSE FURNITURE

TO
WALLER COUNTY
836 AUSTIN ST
HEMPSTEAD, TX 77445

ATTN: ALAN YOUNTS - 979-826-7740

SHIP TO
WALLER COUNTY
836 AUSTIN ST
HEMPSTEAD, TX 77445

ATTN: Danny R. Rothe
Phone: 979.826.7737 (Work) x 213
Email: d.rothe@wallercounty.us

Prepared for : A - FELICIA DAVILA

ADDITIONAL OFFICES

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00 Each	CBK29--$(P1)-.P28 Bridge Kit 29-1/2H $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2205 Dept. Treas	44.06	44.06
2	1.00 Each	CDG--$(P1)-.P28 Gussets (1 Pr) $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2205 Dept. Treas	34.16	34.16
3	1.00 Each	CEP2429F--$(P1)-.P28 Freestanding 24DX29-1/2H End Pnl Sup $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2205 Dept. Treas	52.64	52.64
4	2.00 Each	CEP3029F--$(P1)-.P28 Freestanding 30DX29-1/2H End Pnl Sup $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2205 Dept. Treas	58.25	116.50
5	1.00 Each	CS604--$(P1)-.P28 Half Hgt 14Hx60W Mod Pnl $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2205 Dept. Treas	52.14	52.14
6	1.00 Each	CS729--$(P1)-.P28 Full-Hgt 29-1/2Hx72W Mod Pnl $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2205 Dept. Treas	56.60	56.60
7	2.00 Each	ELF442NS--$(P1)-.P28-.EL-.OMT Ess Lat 42W 52-1/2H 4-12" Drws Sq Pull $(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver	894.57	1,789.14

SEE BACK PAGE

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11325
Date	11/12/2025
Customer PO No	Business Node 2311/2312/2505/4316
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	2 of 9

		.OMT:OMT Core to Ord key Alike Mark Line For: 2205 Dept. Treas		
8	2.00 Each	ESC230S--$(P1)-.P28-.EL-.OMT Essentials 28Hx30W Storage Cabinet Square Pull $(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: 2205 Dept. Treas	376.42	752.84
9	1.00 Each	LKFE3MTS--$(KEYNUM)-.X225-.2 Lock Core Kit Matte Silver -- 3 cores 2 keys $(KEYNUM):Key Number .X225:Key Number 225 .2:2 Mark Line For: 2205 Dept. Treas	28.38	28.38
10	1.00 Each	PF197-233S--$(P1)-.P28-.EL-.OMT Essentials Support Ped BBF 28Hx22-7/8Dx15W Sq Pull $(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: 2205 Dept. Treas	221.27	221.27
11	1.00 Each	PF198-232S--$(P1)-.P28-.EL-.OMT Essentials Support Ped FF 28Hx22-7/8Dx15W Sq Pull $(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: 2205 Dept. Treas	221.27	221.27
12	1.00 Each	RL-MHP--.2-.0-.L-.CBK-LKM01-$(16COM)-.S618022XP Relate Std Mesh High-Bk/Adj Pivot Arms .2:Standard cylinder .0:Hard Casters .L:Lumbar .CBK:Charblack LKM01:Carbon $(16COM):Grd 16 COM Uph .S618022XP:BASKET GRIFFIN Mark Line For: 2205 Dept. Treas	1,188.59	1,188.59
13	1.00 Each	T52448S--$(L2PTR)-.WSR4-.EH-.P Primary 24Dx48W Flat Eg Lam w/Grommets $(L2PTR):Grd L2 Partnership Laminates .WSR4:Windsor Mahogany 7039-7 .EH:Fossil .P:Plastic Grommet Mark Line For: 2205 Dept. Treas	108.41	108.41
14	1.00 Each	T52472S--$(L2PTR)-.WSR4-.EH-.P Primary 24Dx72W Flat Eg Lam w/Grommets $(L2PTR):Grd L2 Partnership Laminates	150.48	150.48

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11325
Date	11/12/2025
Customer PO No	Business Node 2311/2312/2505/4316
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	3 of 9

		.WSR4:Windsor Mahogany 7039-7 .EH:Fossil .P:Plastic Grommet Mark Line For: 2205 Dept. Treas		
15	1.00 Each	T53072S--$(L2PTR)-.WSR4-.EH-.P Primary 30Dx72W Flat Eg Lam w/Grommets $(L2PTR):Grd L2 Partnership Laminates .WSR4:Windsor Mahogany 7039-7 .EH:Fossil .P:Plastic Grommet Mark Line For: 2205 Dept. Treas	169.95	169.95
16	2.00 Each	Z5SC54 42W External Supt Channel for 54W W/S Mark Line For: 2205 Dept. Treas	18.32	36.64
17	1.00 Each	NETTA-24--GRY Mesh Wire Management Channel, 24W GRY:Gray Mark Line For: 2205 Dept. Treas	72.45	72.45
18	2.00 Each	N30GM9UP--11-COM-SPECIAL-PALLAS BASKET GRIFFIN-C53 LAVORO,GUEST,MESH BACK,ARMS,UPH SEAT,BLACK,STATIC 11:BLACK COM:CUSTOMER'S OWN MATERIAL PALLAS BASKET GRIFFIN C53:HARD GLIDE Mark Line For: 2205 Dept. Treas	416.67	833.34
19	2.00 Yards	29.104.021 BASKET GRIFFIN Mark Line For: 2205 Dept. Treas	68.75	137.50
20	4.00 Each	CEP3029F--$(P1)-.P28 Freestanding 30DX29-1/2H End Pnl Sup $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2311/2312 PO-03R	58.25	233.00
21	2.00 Each	CS724--$(P1)-.P28 Half Hgt 14Hx72W Mod Pnl $(P1):P1 Paint Opts .P28:Fossil Mark Line For: 2311/2312 PO-03R	53.63	107.26
22	2.00 Each	ELF430NS--$(P1)-.P28-.EL-.OMT Ess Lat 30W 52-1/2H 4-12" Drws Sq Pull $(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: 2311/2312 PO-03R	685.90	1,371.80
23	1.00 Each	LKFE3MTS--$(KEYNUM)-.X132-.1 Lock Core Kit Matte Silver -- 3 cores 2 keys $(KEYNUM):Key Number	16.17	16.17

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11325
Date	11/12/2025
Customer PO No	Business Node 2311/2312/2505/4316
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	4 of 9

		.X132:Key Number 132 .1:1 Mark Line For: 2311/2312 PO-03R		
24	1.00 Each	LKFE3MTS--$(KEYNUM)-.X131-.1 Lock Core Kit Matte Silver -- 3 cores 2 keys $(KEYNUM):Key Number .X131:Key Number 131 .1:1 Mark Line For: 2311/2312 PO-03R	16.17	16.17
25	2.00 Each	PF197-233S--$(P1)-.P28-.EL-.OMT Essentials Support Ped BBF 28Hx22-7/8Dx15W Sq Pull $(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: 2311/2312 PO-03R	221.27	442.54
26	2.00 Each	PF198-232S--$(P1)-.P28-.EL-.OMT Essentials Support Ped FF 28Hx22-7/8Dx15W Sq Pull $(P1):P1 Paint Opts .P28:Fossil .EL:Matte Silver .OMT:OMT Core to Ord key Alike Mark Line For: 2311/2312 PO-03R	221.27	442.54
27	2.00 Each	T52454S--$(L2PTR)-.WSR4-.EH-.P Primary 24Dx54W Flat Eg Lam w/Grommets $(L2PTR):Grd L2 Partnership Laminates .WSR4:Windsor Mahogany 7039-7 .EH:Fossil .P:Plastic Grommet Mark Line For: 2311/2312 PO-03R	117.32	234.64
28	2.00 Each	T53072S--$(L2PTR)-.WSR4-.EH-.P Primary 30Dx72W Flat Eg Lam w/Grommets $(L2PTR):Grd L2 Partnership Laminates .WSR4:Windsor Mahogany 7039-7 .EH:Fossil .P:Plastic Grommet Mark Line For: 2311/2312 PO-03R	169.95	339.90
29	2.00 Each	T624FB Flat Bracket 24D Mark Line For: 2311/2312 PO-03R	14.36	28.72
30	2.00 Each	Z5SC54 42W External Supt Channel for 54W W/S Mark Line For: 2311/2312 PO-03R	18.32	36.64
31	2.00 Each	NETTA-24--GRY Mesh Wire Management Channel, 24W GRY:Gray Mark Line For: 2311/2312 PO-03R	72.45	144.90
32	2.00	N30GM9UP--11-COM-SPECIAL-PALLAS BASKET GRIFFIN-C53	416.67	833.34

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11325
Date	11/12/2025
Customer PO No	Business Node 2311/2312/2505/4316
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	5 of 9

	Each	LAVORO,GUEST,MESH BACK,ARMS,UPH SEAT,BLACK,STATIC 11:BLACK COM:CUSTOMER'S OWN MATERIAL SPECIAL:PRIMARY UPH PATTERN COLOR C53:HARD GLIDE Mark Line For: 2311/2312 PO-03R		
33	2.00 Yards	29.104.021 BASKET GRIFFIN Mark Line For: 2311/2312 PO-03R	68.75	137.50
34	2.00 Each	1123.BK2.MB.T.AR6--MC1-YCC01-LA1-FC1-BT1-BC1-CS5-CH1-FABRIC-FG3-CANTER EPU-~-KD Focus 2.0, Highback, Mesh Back, Swivel Tilt Cntrl, Multi-Adj Arms MC1:Black Mesh YCC01:Black LA1:Onyx FC1:Black Frame BT1:5-Star Base BC1:Black Nylon Base CS5:Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CANTER EPU:Canter EPU Standard Color Selection ~:CANTER NIGHT KD:Knocked Down Mark Line For: 2311/2312 PO-03R	404.80	809.60
35	2.00 Each	HIWMMS--.W2-.V-.H-.IM-.IMS-.BL-.SB-.T-.N Ign 2.0 Mid-back 4-way Mesh - Mesh Seat .W2:Weight Activated w/Seat Slider .V:All-Adjustable w/Pivot .H:Hard (Standard) .IM:4-Way Black .IMS:Ignition Mesh Seat .BL:Black Adjustable Lumbar .SB:Standard Base .T:Black .N:No Headrest Mark Line For: 2412 Const. Mgr	530.51	1,061.02
36	1.00 Each	RL-MHP--.2-.0-.L-.CBK-LKM01-$(1)-.UR-19 Relate Std Mesh High-Bk/Adj Pivot Arms .2:Standard cylinder .0:Hard Casters .L:Lumbar .CBK:Charblack LKM01:Carbon $(1):Grd 1 Uph .UR:Contourett 19:Graphite Mark Line For: 4316 P.I.O.	947.92	947.92

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
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www.wilsonbauhaus.com

Invoice Number	11325
Date	11/12/2025
Customer PO No	Business Node 2311/2312/2505/4316
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	6 of 9

37	1.00 Each	NETTA-24--GRY Mesh Wire Management Channel, 24W GRY:Gray Mark Line For: 4316 P.I.O.	72.45	72.45
38	2.00 Each	N30GM9UP--11-MOMA-09130405-C53 LAVORO,GUEST,MESH BACK,ARMS,UPH SEAT,BLACK,STATIC 11:BLACK MOMA:MOMENTUM GRADE A 09130405:CANTER BASALT C53:HARD GLIDE Mark Line For: 4316 P.I.O.	427.42	854.84
39	2.00 Each	NAC0236SUR ACCESSORIES,36W,UNDERSURFACE SUPPORT RAIL,BLACK Mark Line For: 4316 P.I.O.	111.37	222.74
40	3.00 Each	NCCB016 CASEGOODS,LOCK CORE WITH KEY,BLACK,NO 016 Mark Line For: 4316 P.I.O.	13.33	39.99
41	1.00 Each	WW2430LFM4L--84MB-KS1B-MC-MC WAVEWORKS,24DX30W,LATERAL FILE,FOUR DRAWER,LAM 84MB:ELONGATED,BLACK KS1B:SPECIFY 1 BLACK CORE SEPARATE MC:AMBER MC:AMBER Mark Line For: 4316 P.I.O.	1,295.59	1,295.59
42	1.00 Each	WW2448BEFHL--VMC-G1C-STD-MC-MC WAVEWORKS,24DX48W,BRIDGE,HINGED MODESTY,HPL VMC:SOFTENED,AMBER G1C:GROMMET,CENTER STD:STANDARD LAMINATE MC:AMBER MC:AMBER Mark Line For: 4316 P.I.O.	382.27	382.27
43	1.00 Each	WW2472CLFL2--VMC-84MB-X-KS1B-STD-MC-MC-MC WAVEWORKS,24DX72W,CREDENZA,LEFT PED,FILE/FILE,HPL VMC:SOFTENED,AMBER 84MB:ELONGATED,BLACK X:NO GROMMET KS1B:SPECIFY 1 BLACK CORE SEPARATE STD:STANDARD LAMINATE MC:AMBER MC:AMBER MC:AMBER Mark Line For: 4316 P.I.O.	1,071.56	1,071.56
44	1.00 Each	WW3072DRFL1--VMC-84MB-G1LR-KS1B-STD-MC-MC-MC WAVEWORKS,30DX72W,DESK,RIGHT PEDESTAL,RECESSED,BBF,HPL VMC:SOFTENED,AMBER 84MB:ELONGATED,BLACK G1LR:GROMMET,LEFT & RIGHT KS1B:SPECIFY 1 BLACK CORE SEPARATE	1,235.82	1,235.82

wilson bauhaus INTERIORS

DEPOSIT INVOICE

051 - FF&E DALLAS
2343 WALNUT HILL LANE
DALLAS, TX 75229
Phone: (972) 488-4100
Fax: (972) 488-8815
www.wilsonbauhaus.com

Invoice Number	11325
Date	11/12/2025
Customer PO No	Business Node 2311/2312/2505/4316
Customer Name	WALLER COUNTY
Salesperson	A - FELICIA DAVILA
Project Number	406
Terms	DUE UPON RECEIPT
Page	7 of 9

		STD:STANDARD LAMINATE MC:AMBER MC:AMBER MC:AMBER Mark Line For: 4316 P.I.O.		
45	1.00 Each	TARIFF SURCHARGE -	8.52	8.52
46	1.00 Each	TARIFF SURCHARGE -	7.28	7.28
47	1.00 Each	TARIFF SURCHARGE -	38.82	38.82
48	1.00 Each	TARIFF SURCHARGE -	362.82	362.82
49	1.00 Each	COM FREIGHT TO NATIONAL -	180.00	180.00
50	1.00 Each	COM FREIGHT TO NATIONAL -	46.00	46.00
51	1.00 Each	FREIGHT -	45.50	45.50
52	1.00 Each	FREIGHT -	57.59	57.59
53	1.00 Each	QUOTED LABOR Receive in warehouse, deliver and install the following furniture at a later date: •Office 2205 (File/Room) •Office 2311 (L-shaped private office) •Office 2312 (L-shaped private office) •Office 4316 (U-shaped private office Install crew to swap 3 private offices while onsite completing original installation. Includes truck/fuel fees, disposal fees.	2,860.00	2,860.00

Order Sub-Total :	$22,051.81
TOTAL ORDER :	**$22,051.81**
Required Deposit 50.00% :	$11,025.91

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

A FINANCE CHARGE OF 1-1/2% PER MONTH WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE CHARGED ON ACCOUNTS PAST DUE.

Signature: D.R.R. Name: DANNY ROTHE Title: INC/DE/CM Date: 11/20/2025

APPROVED IN COURT 10/29/25 #62

SOFT COST #22

LDDBlueline

333 Cypress Run, Suite 350, Houston, TX, 77094

Endwell

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 51282
Date: 10/31/2025
Due Date: 11/30/2025

Vehicle Maintenance Garage

0625003

For Services Rendered Through 10/31/2025

Please make checks payable to LDDBlueline, LLC

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$9,500.00	$9,500.00	100.00	$.00
Design Development	$11,875.00	$11,875.00	100.00	$.00
Construction Documents	$16,625.00	$16,625.00	100.00	$.00
Procurement	$2,375.00	$2,375.00	100.00	$.00
Construction Phase	$7,125.00	$2,137.50	45.00	$1,068.75
Total Professional Services	**$47,500.00**	**$42,512.50**		**$1,068.75**

Reimbursable

	Unit Rate	Qty	Markup	Amount
Mileage	0.70	258.00	1.10	$198.66
Mileage	0.70	83.00	1.10	$63.91
Mileage	0.70	45.00	1.10	$34.65
Total Reimbursable				**$297.22**

Invoice Amount **$1,365.97**

APPROVED
DANNY ROTHE
WC/BF/CM
11/13/2025

LDDBlueline

333 Cypress Run, Suite 350, Houston, TX, 77094

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 51222
Date: 09/30/2025
Due Date: 10/30/2025

OCT 13 '25 PM 2:00 TREASURER

Vehicle Maintenance Garage

0625003

For Services Rendered Through 9/30/2025

Please make checks payable to LDDBlueline, LLC

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$9,500.00	$9,500.00	100.00	$.00
Design Development	$11,875.00	$11,875.00	100.00	$.00
Construction Documents	$16,625.00	$16,625.00	100.00	$.00
Procurement	$2,375.00	$2,375.00	100.00	$.00
Construction Phase	$7,125.00	$1,068.75	30.00	$1,068.75
Total Professional Services	**$47,500.00**	**$41,443.75**		**$1,068.75**

Reimbursable

	Unit Rate	Qty	Markup	Amount
Mileage	0.70	172.00	1.15	$138.46
Total Reimbursable				**$138.46**

Invoice Amount **$1,207.21**

APPROVED
DANNY ROTHE
WC/DF/CM
11/13/2025
DJR.PCT

Registration # 027986
Joan Sargent Waller Co. Treasurer
Deputy SO Date 10-15-25

LDDBlueline

333 Cypress Run, Suite 350, Houston, TX, 77094

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 51280
Date: 10/31/2025
Due Date: 11/15/2025

Waller County Precinct 3 Annex Building

06.24.007

For Services Rendered Through 10/31/2025

Please make checks payable to LDDBlueline, Inc.

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Scematic Design	$49,500.00	$49,500.00	100.00	$.00
Design Development	$61,875.00	$24,750.00	46.00	$3,712.50
Construction Documents	$86,625.00	$.00	0.00	$.00
Procurement	$12,375.00	$.00	0.00	$.00
Construction Administration	$37,125.00	$.00	0.00	$.00
Total Professional Services	**$247,500.00**	**$74,250.00**		**$3,712.50**

Invoice Amount **$3,712.50**

APPROVED
DANNY ROTHE
INC/DF/CM
11/13/2025

LDDBlueline

333 Cypress Run, Suite 350, Houston, TX, 77094

Endwd

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 51220
Date: 09/30/2025
Due Date: 10/15/2025

OCT 13'25 PM 2:00 TREASURER

Waller County Precinct 3 Annex Building
06.24.007

For Services Rendered Through 9/30/2025

Please make checks payable to LDDBlueline, Inc.

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Scematic Design	$49,500.00	$49,500.00	100.00	$.00
Design Development	$61,875.00	$21,037.50	40.00	$3,712.50
Construction Documents	$86,625.00	$.00	0.00	$.00
Procurement	$12,375.00	$.00	0.00	$.00
Construction Administration	$37,125.00	$.00	0.00	$.00
Total Professional Services	**$247,500.00**	**$70,537.50**		**$3,712.50**

Invoice Amount **$3,712.50**

027984
Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10-15-25

OCT 15 PM 2:49 COUNTY

APPROVED
DANNY ROTHE
WC/DF/CM
11/13/2025
DJR.ROTH

LDDBlueline

333 Cypress Run, Suite 350, Houston, TX, 77094

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 51281
Date: 10/31/2025
Due Date: 11/15/2025

Waller County Precinct 2 Annex Building

06.24.008

For Services Rendered Through 10/31/2025

Please make checks payable to LDDBlueline, LLC

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$37,500.00	$37,500.00	100.00	$.00
Design Development	$46,875.00	$18,750.00	46.00	$2,812.50
Construction Documents	$65,625.00	$.00	0.00	$.00
Procurement	$9,375.00	$.00	0.00	$.00
Construction Administration	$28,125.00	$.00	0.00	$.00
Total Professional Services	**$187,500.00**	**$56,250.00**		**$2,812.50**

Invoice Amount **$2,812.50**

12-500-5115.00

APPROVED
DANNY ROTHE
WC/DF/CM
11/13/2025
D.R. Roth

LDDBlueline

333 Cypress Run, Suite 350, Houston, TX, 77094

Waller County
836 Austin Street
Suite 124
Hempstead, TX 77445
Danny Rothe

No: 51221
Date: 09/30/2025
Due Date: 10/15/2025

OCT 13'25 PM 1:58 TREASURER

Waller County Precinct 2 Annex Building

06.24.008

For Services Rendered Through 9/30/2025

Please make checks payable to LDDBlueline, LLC

Professional Services

	Contract Amount	Previously Billed	% Complete	Invoice Amount
Programming/Schematic Design	$37,500.00	$37,500.00	100.00	$.00
Design Development	$46,875.00	$15,937.50	40.00	$2,812.50
Construction Documents	$65,625.00	$.00	0.00	$.00
Procurement	$9,375.00	$.00	0.00	$.00
Construction Administration	$28,125.00	$.00	0.00	$.00
Total Professional Services	**$187,500.00**	**$53,437.50**		**$2,812.50**

Reimbursable

	Unit Rate	Qty	Markup	Amount
Mileage	0.70	86.00	1.10	$66.22
Total Reimbursable				**$66.22**

Invoice Amount **$2,878.72**

APPROVED
DANNY ROTHE
WC/DF/CM
11/13/2025

Registration # 027985
Joan Sargent Waller Co. Treasurer
Deputy ____ Date 10-15-25

King Architectural Consulting Services
817-992-3120
142 Northchase Dr.
Willow Park, TX 76087

KING
Architectural Consulting Services PLLC

Billed To
Danny Rothe
Waller County
836 Austin Street
Hempstead, TX 77445

Date of Issue
11/05/2025

Due Date
12/12/2025

Invoice Number
0000064

Reference
Bus Node New CH pay app #36, Mod Bldgs pay app #20

Amount Due (USD)
$2,047.46

Description	Rate	Qty	Line Total
10 hour trip to Waller County on Nov 4th, 2025 with observation of CH and 1 hour review of pay app #36, and Modular Bldg pay app #20	$150.00	11	$1,650.00
Insurance Reimbursement	$113.17	1	$113.17
Travel Expense, lunch	$11.68	1	$11.68
Travel Expense, Mileage trip to Waller County - observation/pay app meeting	$0.585	466	$272.61

Subtotal	2,047.46
Tax	0.00
Total	2,047.46
Amount Paid	0.00
Amount Due (USD)	$2,047.46

Notes
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the practices of persons registered as architects in Texas. TDLR address, PO Box 12157, Austin, TX 78711 800-803-9202

Terms

Thank You!

HISCOX
encourage courage

Payment schedule

King Architectural Consulting Services PLLC

Below is your monthly payment schedule. Hiscox will collect funds automatically on the dates listed. You will not receive any further billing statements unless you make a change to your policy, so it is important to keep this document for future reference.

Upcoming payment schedule

You will be charged the amounts listed below on the following dates:

- September 7, 2025 $113.13
- October 7, 2025 $113.17
- November 7, 2025 $113.17 — INVOICE #04 11.5.25
- December 7, 2025 $113.17
- January 7, 2026 $113.17
- February 7, 2026 $113.17
- March 7, 2026 $113.17
- April 7, 2026 $113.17
- May 7, 2026 $113.17
- June 7, 2026 $113.17
- July 7, 2026 $113.17
- August 7, 2026 $113.17

To ensure your business remains protected, your coverage will automatically renew with the same payment method and frequency listed above. You will receive a new payment schedule and updated policy documents at least 45 days before renewal.

Underwritten by Hiscox Insurance Company Inc., 30 North LaSalle Street, Suite 1760, Chicago, IL 60602, as administered by Hiscox Inc., a licensed insurance producer in all states and DC. In California, Hiscox Inc. does business as Hiscox Insurance Agency (License no.: 0F09668). This information is provided to assist you in understanding how renewals work and does not modify the terms and conditions of any current or future Insurance policy, nor does it imply that any claims is covered. Coverage is subject to underwriting, terms conditions, and limits of the policy.

LUNCH - TRIP TO WALLER COUNTY

Freddy's

M. KING 11.4.25

913 William D. Fitch Pkwy
STE 100
College Station, TX 77845
Phone 979-690-1187

11/4/2025 12:29:17 PM
Order Id: AAAZPNAQACA6
130 - Dine In
Employee: 111
Total Items: 3

130

---

1 Combo	$10.79
1 Double Cheeseburger	
1 French Fries	
1 Med Dine In	
Sub Total	$10.79
Sales Tax	$0.89
Occ Tax	$0.00
Order Total	$11.68
MasterCard	$11.68
AUTHORIZED AMOUNT	$11.68

Card#: **********1549
Authorization: 05156C

AID: A0000000041010

--> Order Closed <--

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When you're eating at Freddy's, you should be earning. Redeem those earned points for FREE rewards to use in-app, online or in-store! Visit freddys.com/rewards

Please scan the QR code and let us know how we did.

****
Loyalty Summary

2884190710646

****

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

WALLER COUNTY
JOAN SARGENT
836 AUSTIN ST
STE 316
HEMPSTEAD, TX 77445-4673

SHIP TO:

WALLER COUNTY
GREG HENRY
836 AUSTIN ST
IT DEPT
HEMPSTEAD, TX 77445-4667

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10844185530	**Customer No: 2432847**	**Order No: 1026054027**	**Page 1 of 2**

Purchase Order:	WC-NEwCHouse-UPS	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Contract Code:	C000000006563
Due Date:	12/13/2025	Waybill Number:	394760858070
Invoice Date:	10/29/2025	Contract Name:	Standard Governing Terms in Supplier's Quote
Order Date:	10/28/2025		

UPS BACK UP FOR C.H.

SOFT COST #23

Item Number	Description	Qty	Unit	Unit Price	Amount

APPROVED
DANNY ROTHE
WC/DF/CM
11/13/2025

Registration # 028082
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10-30-25

6010-6062828

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

	USD
Sub-Total:	$ 5,774.90
Ship. &/or Handling:	$ 0.00
ENVIRO FEE:	$ 0.00
Taxable: $ 0.00 **Tax:**	
Non-Taxable: $ 5,774.90	$ 0.00
Invoice Total:	$ 5,774.90

DELL Technologies

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10844185530
Customer Name: WALLER COUNTY
Customer No. 2432847
PO No: WC-NEwCHouse-UPS
Order Number: 1026054027

	USD
Sub-Total:	$ 5,774.90
Ship. &/or Handling:	$ 0.00
ENVIRO FEE:	$ 0.00
Taxable: $ 0.00 **Tax:**	
Non-Taxable: $ 5,774.90	$ 0.00
Invoice Total:	$ 5,774.90
Balance Due:	$ 5,774.90
Amount Enclosed:	

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 676021
Dallas, TX 75267-6021

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account
https://mfm.dell.com/

0108441855300000000057749000000002432847 9

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

WALLER COUNTY
JOAN SARGENT
836 AUSTIN ST
STE 316
HEMPSTEAD, TX 77445-4673

SHIP TO:

WALLER COUNTY
GREG HENRY
836 AUSTIN ST
IT DEPT
HEMPSTEAD, TX 77445-4667

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Invoice No: 10844185530 **Customer No: 2432847** **Order No: 1026054027** **Page 2 of 2**

Purchase Order:	WC-NEwCHouse-UPS	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Contract Code:	C000000006563
Due Date:	12/13/2025	Waybill Number:	394760858070
Invoice Date:	10/29/2025	Contract Name:	Standard Governing Terms in Supplier's Quote
Order Date:	10/28/2025		

Item Number	Description	Qty	Unit	Unit Price	Amount
A9503792	**APC Back-UPS 425VA UPS Battery Backup (BE425M)** Serial Number:0B2522P03239, 0B2522P03237, 0B2522P03238, 0B2522P03231, 0B2522P03232, 0B2522P03230, 0B2522P03235, 0B2522P03236, 0B2522P03233, 0B2522P03234, 0B2522P03190, 0B2522P03191, 0B2522P03192, 0B2522P03229, 0B2522P03227, 0B2522P03187, 0B2522P03220, 0B2522P03264, 0B2522P03188, 0B2522P03221, 0B2522P03185, 0B2522P03262, 0B2522P03186, 0B2522P03263, 0B2522P03224, 0B2522P03189, 0B2522P03222, 0B2522P03223, 0B2522P03180, 0B2522P03183, 0B2522P03260, 0B2522P03184, 0B2522P03261, 0B2522P03181, 0B2522P03182, 0B2522P03217, 0B2522P03218, 0B2522P03215, 0B2522P03259, 0B2522P03216, 0B2522P03219, 0B2522P03176, 0B2522P03253, 0B2522P03177, 0B2522P03210, 0B2522P03254, 0B2522P03174, 0B2522P03251, 0B2522P03175, 0B2522P03252, 0B2522P03213, 0B2522P03257, 0B2522P03214, 0B2522P03258, 0B2522P03178, 0B2522P03211, 0B2522P03255, 0B2522P03179, 0B2522P03212, 0B2522P03256, 0B2522P03172, 0B2522P03173, 0B2522P03250, 0B2522P03170, 0B2522P03171, 0B2522P03206, 0B2522P03207, 0B2522P03204, 0B2522P03248, 0B2522P03205, 0B2522P03249, 0B2522P03208, 0B2522P03209, 0B2522P03242, 0B2522P03243, 0B2522P03240, 0B2522P03241, 0B2522P03169, 0B2522P03202, 0B2522P03246, 0B2522P03203, 0B2522P03247, 0B2522P03244, 0B2522P03201, 0B2522P03245	85	EA	67.94	5,774.90

To make a payment or access your account details online, please visit MyFinancials at https://mfm.dell.com

INVOICE

J&M Cabling Solutions
2723 Summer Ln
Missouri City, TX 77489-1181

dena@jmcabling.com
+1 (346) 461-2088

Bill to
Danny Rothe
Waller County
425 FM1488
Auditors Office
Hempstead, TX 77445
United States

Ship to
Danny Rothe
Waller County Courthouse
836 Austin Street
Hempstead, TX 77445
United States

ADDITIONAL CABELING AT COURTHOUSE PER USER REQUESTS.
SOFT COST # 41

Invoice details
Invoice no.: 1014
Terms: Net 15
Invoice date: 11/17/2025
Due date: 12/02/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/10/2025	**Cabling Installation**	On Monday 11/10/2025 and Wednesday 11/12/2025, Technician worked at the courthouse to provide data installation support for technology equipment throughout the facility.	1	$1,200.00	$1,200.00
2.	11/14/2025	**Cabling Installation**	Installation of CAT6 data cabling- On Friday 11/14/2025, Technician installed two (2) new CAT6 data lines from the IDF Room to the Back door of the building for security; Lines # F-11 & F-12.	11	$75.00	$825.00
3.	11/14/2025	**Materials**	Materials to install 2 new CAT6 Security Data lines: 260' CAT6 plenum cable, four (4) QuickPort Leviton connectors, one (1) MPLS wall caddy, and one (1) 2-port faceplate.	1	$175.00	$175.00

Total **$2,200.00**

APPROVED
DANNY ROTHE
WC/DF/CM

11/20/2025

AT&T

WALLER COUNTY
425 FM 1488
HEMPSTEAD TX 77445

Page 1 of 2
Account Number 660 25U-9903 2
Billing Date Oct 28, 2025

Web Site att.com

Monthly Statement

Connect to value
Powerful connections with savings that last are just the beginning. Check out our best wireless plans and hyper-fast internet options today, call 877.401.9888.

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	13,846.95
Total Amount Due	**$13,846.95**
Amount Due in Full By	Nov 20, 2025

FINAL BILL

Billing Summary

Online: **att.com/myatt** Page

Plans and Services	1	13,846.95
Payment Arrangements: 1 888 827-3237		
Total Current Charges		13,846.95

Registration # 028442
Joan Sargent Waller Co. Treasurer
Deputy [signature] Date 11-10-25

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Oct 23, 2025				
1.	CONTACT: DANNY ROTHE 979-221-3922 BILLING THROUGH SEP 2025 PROJECT: A02T0XK	1		.00
2.	CWO-30655- 836 AUSTIN ST., HEMPSTEAD, TX 77445.- REPLACEMENT OF BUILDING FIBER CABLE. 3/22/24- RCD SIGNED WA, GOV JOB, NO QUOTE FEE IS	1		13,846.95
3.	REQUIRED, PENDING COST ESTIMATE. 1/29/25- SENT QUOTE. 4/25/25- RCD SIGNED $10,645.16 LOA TO PROCEED, AND ACTUAL COSTS WILL BE TRUED UP AND	1		.00
4.	FINAL BILLED UPON COMPLETION OF FIELD WORK.	1		.00
Total Additions and Changes to Service				13,846.95

Government Fees and Taxes

5.	Federal	.00
6.	State and Local	.00
Total Government Fees and Taxes		.00

NOV10'25AM8:55AUDITOR

Total Plans and Services 13,846.95

News You Can Use

PAYMENT FEE UPDATE
Beginning in 2025, a 2-3% processing fee will be added when using a credit card to make one-time payments. If you prefer to avoid paying the credit card processing fee, you can use one of the following payment methods: Debit Cards, ACH Transfers, Electronic Funds Transfers (EFT), Checks. If you prefer using a credit card, no action is required. We will process payment as usual, but with the added 2-3% processing fee.

News You Can Use Summary

- PAYMENT FEE UPDATE
- PRODUCTS & SERVICES
- FEES AND SURCHARGES
- COLLECTION POLICY

See "News You Can Use" for additional information

NOV4'25PM3:45TREASURER

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

Manage your account at att.com

Return bottom portion with your check in the enclosed envelope.

Printed on Recyclable Paper

WALLER COUNTY
425 FM 1488
HEMPSTEAD TX 77445

News You Can Use

FEES AND SURCHARGES
AT&T collects monthly fees and surcharges to help recover its required contribution to government programs and to recover costs AT&T pays in taxes and required payments levied by federal, state, and local governments. These fees and surcharges included on your bill are periodically adjusted to align with the rates determined by the government agency that is responsible for the state or federal fund or tax and subject to change at any time without notice to you unless required by law. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

PRODUCTS & SERVICES
Explore AT&T's Products and Services!
Thank you for being a valued customer. Discover our wide range of products and services designed to enhance your experience. Visit us at https://www.att.com/deals to find the perfect solutions for your needs.

COLLECTION POLICY
Effective 9/22/2009, if your final balance remains unpaid after the DUE BY date, it may become necessary to send your account for further collection activity. You may be held responsible for fees associated with the collection efforts, including outside collection agency fees and attorney's fees, as permitted by law. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.

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DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

WALLER COUNTY
JOAN SARGENT
836 AUSTIN ST
STE 316
HEMPSTEAD, TX 77445-4673

SHIP TO:

WALLER COUNTY
GREG HENRY
836 AUSTIN ST
IT DEPT
HEMPSTEAD, TX 77445-4667

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

NOV 04'25 PM 2:47 AUDITOR

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10844384440	Customer No: 2432847	Order No: 1026107183	Page 1 of 2

Purchase Order:	IT-NewCHSE	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Shipped Via:	CEVA
Due Date:	12/14/2025	Contract Code:	C000000006563
Invoice Date:	10/30/2025	Waybill Number:	WZ1572806
Order Date:	10/29/2025	Contract Name:	Standard Governing Terms in Supplier's Quote

Item Number	Description	Qty	Unit	Unit Price	Amount
AA839559	**Dell-APC Smart-UPS 1500VA Rack-mountable UPS** Serial Number: SAS2504132420, SAS2504132418, SAS2504132415, SAS2504132426, SAS2504132413	5	EA	1,032.41	5,162.05

IT EQUIPMENT FOR COURTHOUSE

Registration # 028693
Joan Sargent Waller Co. Treasurer
Deputy JG Date 11-13-25

NOV 4'25 PM 2:47 TREASURER

SOFT COST # 23

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

APPROVED DANNY ROTHE WC/DF/CM
11/20/2025

	USD
Sub-Total:	$ 12,362.45
Ship. &/or Handling:	$ 0.00
ENVIRO FEE:	$ 0.00
Taxable: $ 0.00 / Non-Taxable: $ 12,362.45	Tax: $ 0.00
Invoice Total:	$ 12,362.45

DELL Technologies

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10844384440
Customer Name: WALLER COUNTY
Customer No. 2432847
PO No: IT-NewCHSE
Order Number: 1026107183

	USD
Sub-Total:	$ 12,362.45
Ship. &/or Handling:	$ 0.00
ENVIRO FEE:	$ 0.00
Taxable: $ 0.00 / Non-Taxable: $ 12,362.45	Tax: $ 0.00
Invoice Total:	$ 12,362.45
Balance Due:	$ 12,362.45
Amount Enclosed:	

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 676021
Dallas, TX 75267-6021

Electronics Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account
https://mfm.dell.com/

0108443844400000001236245000000024328477

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

WALLER COUNTY
JOAN SARGENT
836 AUSTIN ST
STE 316
HEMPSTEAD, TX 77445-4673

SHIP TO:

WALLER COUNTY
GREG HENRY
836 AUSTIN ST
IT DEPT
HEMPSTEAD, TX 77445-4667

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VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10844384440	**Customer No: 2432847**	**Order No: 1026107183**	**Page 2 of 2**

Purchase Order:	IT-NewCHSE	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Shipped Via:	CEVA
Due Date:	12/14/2025	Contract Code:	C000000006563
Invoice Date:	10/30/2025	Waybill Number:	WZ1572806
Order Date:	10/29/2025	Contract Name:	Standard Governing Terms in Supplier's Quote

Item Number	Description	Qty	Unit	Unit Price	Amount
AA839561	**Dell-APC Smart-UPS 3000VA Rack-mountable UPS** Serial Number:SAS2529154629, SAS2529154627, SAS2529154631, SAS2529154630	4	EA	1,800.10	7,200.40

To make a payment or access your account details online, please visit MyFinancials at https://mfm.dell.com

DELL Technologies

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One Dell Way
Round Rock, TX 78682

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Invoice No: 10844185530	**Customer No: 2432847**	**Order No: 1026054027**	**Page 1 of 2**

Purchase Order:	WC-NEwCHouse-UPS	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Contract Code:	C000000006563
Due Date:	12/13/2025	Waybill Number:	394760858070
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Order Date:	10/28/2025		

UPS BACK UP FOR C.H.

SOFT COST #23

Item Number	Description	Qty	Unit	Unit Price	Amount

APPROVED
DANNY ROTHE
WC/DF/CM
11/13/2025

Registration # 028082
Joan Sargent Waller Co. Treasurer
Deputy JG Date 10-30-25

6010-6062828

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	USD
Sub-Total:	$ 5,774.90
Ship. &/or Handling:	$ 0.00
ENVIRO FEE:	$ 0.00
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Invoice Total:	$ 5,774.90

DELL Technologies

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10844185530
Customer Name: WALLER COUNTY
Customer No. 2432847
PO No: WC-NEwCHouse-UPS
Order Number: 1026054027

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Sub-Total:	$ 5,774.90
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ENVIRO FEE:	$ 0.00
Taxable: $ 0.00 **Non-Taxable:** $ 5,774.90	**Tax:** $ 0.00
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C/O Dell USA L.P.
PO Box 676021
Dallas, TX 75267-6021

Electronics Payments
Dell Marketing L.P.
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01084418553000000000577490000000024328479

DELL Technologies

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One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

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SHIP TO:

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GREG HENRY
836 AUSTIN ST
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HEMPSTEAD, TX 77445-4667

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Invoice No: 10844185530 **Customer No: 2432847** **Order No: 1026054027** **Page 2 of 2**

Purchase Order:	WC-NEwCHouse-UPS	Sales Rep:	Damon Mays
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Due Date:	12/13/2025	Waybill Number:	394760858070
Invoice Date:	10/29/2025	Contract Name:	Standard Governing Terms in Supplier's Quote
Order Date:	10/28/2025		

Item Number	Description	Qty	Unit	Unit Price	Amount
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To make a payment or access your account details online, please visit MyFinancials at https://mfm.dell.com

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

Registration # 027456
Joan Sargent Waller Co. Treasurer
Deputy JG Date 9-25-25

BILL TO:

WALLER COUNTY
JOAN SARGENT
836 AUSTIN ST
STE 316
HEMPSTEAD, TX 77445-4673

SHIP TO:

WALLER COUNTY
GREG HENRY
425 FM 1488
HEMPSTEAD, TX 77445-9634

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10837854346	**Customer No: 2432847**	**Order No: 1024402239**	**Page 1 of 3**

Purchase Order:	TAX836	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Shipped Via:	FEDERAL EXPRESS
Due Date:	11/08/2025	Contract Code:	C000001269299
Invoice Date:	09/24/2025	Waybill Number:	479594542620
Order Date:	09/19/2025		

COMPUTERS FOR TAX OFFICE

SOFT COST #23

Item Number	Description	Qty	Unit	Unit Price	Amount
210-BPPV	**Dell Pro Micro QCM1250** System Service Tags: 6WN8MC4 , 8VN8MC4 , HTN8MC4 , HYR8MC4	4	EA	803.74	3,214.96

APPROVED
DANNY ROTHE
WC/DE/CM
11/13/2025

SEP 24 '25 PM 4:51 TREASURER

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO $6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD

Sub-Total:	$	4,032.96
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 0.00 **Non-Taxable:** $ 4,032.96	**Tax:** $	0.00
Invoice Total:	$	4,032.96

DELL Technologies

DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10837854346
Customer Name: WALLER COUNTY
Customer No. 2432847
PO No: TAX836
Order Number: 1024402239

USD

Sub-Total:	$	4,032.96
Ship. &/or Handling:	$	0.00
ENVIRO FEE:	$	0.00
Taxable: $ 0.00 **Non-Taxable:** $ 4,032.96	**Tax:** $	0.00
Invoice Total:	$	4,032.96
Balance Due:	$	4,032.96
Amount Enclosed:		

Make check payable / remit to :
Dell Marketing L.P.
C/O Dell USA L.P.
PO Box 676021
Dallas, TX 75267-6021

Electronic Payments
Dell Marketing L.P.
PNC Bank
ABA#: 043-000-096
Acct#: 1017304611
Swift code : PNCCUS33

Online ACH Payment
Log in to your MyFinancials account
https://mfm.dell.com/

0108378543460000000403296000000024328477

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

WALLER COUNTY
JOAN SARGENT
836 AUSTIN ST
STE 316
HEMPSTEAD, TX 77445-4673

SHIP TO:

WALLER COUNTY
GREG HENRY
425 FM 1488
HEMPSTEAD, TX 77445-9634

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10837854346 **Customer No: 2432847** **Order No: 1024402239** **Page 2 of 3**

Purchase Order:	TAX836	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Shipped Via:	FEDERAL EXPRESS
Due Date:	11/08/2025	Contract Code:	C000001269299
Invoice Date:	09/24/2025	Waybill Number:	479594542620
Order Date:	09/19/2025		

Item Number	Description	Qty	Unit	Unit Price	Amount
338-CRZJ	Intel(R) Core(TM) Ultra 5 235T (R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	4	EA	-	-
619-BBQD	Windows 11 Pro	4	EA	-	-
370-BCWF	16 GB: 1 x 16 GB, DDR5, up to 5600 MT/s, non-ECC	4	EA	-	-
400-BSWY	512GB SSD	4	EA	135.42	541.68
401-AANH	No Additional Hard Drive	4	EA	-	-
555-BLWT	Internal WiFi Antenna	4	EA	-	-
555-BLWW	Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	4	EA	-	-
555-BLZP	Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	4	EA	-	-
329-BKRP	Dell Pro Micro with 35W Processor	4	EA	54.45	217.80
580-BCCR	Dell Wired Keyboard - KB216 - US English - Black	4	EA	-	-
570-BBKP	Dell Wired Mouse - MS116	4	EA	-	-
379-BBCY	No Additional Cable	4	EA	-	-
575-BBBI	No Stand or Mount	8	EA	-	-
387-BBLW	ENERGY STAR Qualified	4	EA	-	-
450-AAZN	US Power Cord	4	EA	-	-
340-DNBV	Documentation	4	EA	-	-
379-BFYR	Watch Dog SRV	4	EA	-	-
340-DTWQ	Quick Start Guide	4	EA	-	-
389-FKHG	US/Canada Battery Warning Label	4	EA	-	-
389-BDQH	Print on Demand Label	4	EA	-	-
329-BBJL	Trusted Platform Module (Discrete TPM Enabled)	4	EA	-	-
340-DTXM	Shipping Material, MPP Cusion	4	EA	-	-
389-BBUU	Shipping Label	4	EA	-	-
389-FKNR	Regulatory Label for 90W Adapter	4	EA	-	-
658-BFTS	Driver/APP for IRST	4	EA	-	-
389-FGFR	Intel Core Ultra 5 Processor Label	4	EA	-	-
800-BBIO	Desktop BTO Standard shipment	4	EA	-	-
631-BCFK	No vPro(R) support	4	EA	-	-
379-BDZB	EPEAT 2018 Registered (Gold)	4	EA	-	-
998-HLVJ	Fixed Hardware Configuration	4	EA	-	-
575-BCRQ	1st M.2 2230 SSD Extend Bracket & Screw	4	EA	-	-
520-BBGY	Internal Speaker	4	EA	-	-
492-BBFF	No PCIe add-in card	4	EA	-	-
382-BBQK	Optional USB Type-C with DisplayPort Alt mode and Power-In Support	4	EA	-	-
450-ALFO	90 Watt A/C Adapter	4	EA	-	-
340-ACQQ	No Option Included	4	EA	-	-
619-BBPD	English, French, Spanish, Brazilian Portuguese	4	EA	-	-

DELL Technologies

DELL MARKETING L.P.
One Dell Way
Round Rock, TX 78682

FID Number: 74-2616805
Inquiries: www.dell.com/ordersupport/
Dell Online: http://www.dell.com

Invoice

BILL TO:

WALLER COUNTY
JOAN SARGENT
836 AUSTIN ST
STE 316
HEMPSTEAD, TX 77445-4673

SHIP TO:

WALLER COUNTY
GREG HENRY
425 FM 1488
HEMPSTEAD, TX 77445-9634

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTION

VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10837854346 **Customer No: 2432847** **Order No: 1024402239** **Page 3 of 3**

Purchase Order:	TAX836	Sales Rep:	Damon Mays
Payment Terms:	45 Days Inv.	Shipped Via:	FEDERAL EXPRESS
Due Date:	11/08/2025	Contract Code:	C000001269299
Invoice Date:	09/24/2025	Waybill Number:	479594542620
Order Date:	09/19/2025		

Item Number	Description	Qty	Unit	Unit Price	Amount
716-3403	Dell Limited Hardware Warranty Plus Service	4	EA	14.63	58.52
716-4266	Onsite Service After Remote Diagnosis 3 Years	4	EA	-	-
340-CKSZ	No AutoPilot	4	EA	-	-
630-BBDW	Microsoft Office Home & Business 2024 for Acrobat Bndl	4	EA	-	-
630-BBFM	Adobe Acrobat Pro 2024 for Microsoft Office Bundle	4	EA	-	-
658-BFVZ	Dell Pro Micro QCM1250	4	EA	-	-
650-AAAM	No Anti-Virus Software	4	EA	-	-
620-AALW	OS-Windows Media Not Included	4	EA	-	-
817-BBBC	Not selected in this configuration	4	EA	-	-

To make a payment or access your account details online, please visit MyFinancials at https://mfm.dell.com

GRANICUS

Invoice

Date 11/12/2025 **Invoice #** 218230
Terms Net 30 **Due Date** 12/12/2025
P.O. Number:

Payments via check can be directed to:
Granicus LLC
Dept #880806
PO Box 29650
Phoenix, AZ 85038-9650

Payments via ACH can be directed to:
Bank Name: JPMorgan Chase Bank
Account Name: Granicus, LLC
Routing #: 102001017
Account #: 678717375

Bill To

Waller County TX
836 Austin St, Room 203
Hempstead TX 77445
United States

Sold To

Waller County TX
836 Austin St, Room 203
Hempstead TX 77445
United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
Avior™ PRO Remote Broadcast System - Five Camera Setup			0.00%	$0.00	$31,665.12

BALANCE OF SWAGIT SYSTEM AT NEW COURTROOM

SOFT COST #26

Subtotal	$31,665.12
Tax Total	$0.00
Total	$31,665.12
Amount Paid	$0.00
Amount Due	$31,665.12 USD

APPROVED
DANNY ROTHE
WC/DF/CM
11/20/2025

606-606-581839

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business

BENNY G. COURTNEY

BELL TOWER

INVOICE

Benny Courtney
bcourtney@austin.rr.com
512-913-8650

Attention: Danny R. Rothe
Title: Waller County Director of Facilities
Waller County Courthouse
836 Austin Street
Hempstead, Texas 77445
Date: 11/4/25

Project Title: Tower and Bell Option #3
Final invoice

Description	Quantity	Unit Price	Cost
Total invoice $ 38,204.00			
Deposit of 75% paid 8/28/2025, $ 28,653.00			
Due final 25% $ 9,551.00			
		Total	$9,551.00

Please remit a check to me at the following address.

SOFTCOST #32

Sincerely yours,

Benny G. Courtney

1801 Bebee rd.

Kyle,Texas 78640

APPROVED
DANNY ROTHE
WC/DF/CM
11/13/2025

FTG TEXAS
A FLEX TECHNOLOGY GROUP Company

INVOICE

CUSTOMERS REMIT PAYMENT TO
FTG Texas
P.O. Box 748408
Atlanta, GA 30374-8408

VENDORS SUBMIT INVOICE TO
FTG Texas
1401 Enclave Parkway
#125
Houston, TX 77077

Invoice No: 938732-FTX
Date: 11/3/2025
Account No: WC16

Bill To: Waller County Clerk's Office
425 FM 1488
Hempstead, TX 77445
US

Ship To: Waller County Clerk's Office
Attn: Stephanie Tompkins
836 Austin Street
Suite 1200
Hempstead, TX 77445
US

Sales Order No	P. O. Number	Ship Method	Payment Terms	Payment Due
SO221668	TBD	DS	30 Days	12/3/2025

Remarks

Equipment Move Details

Pick up Address:
425 FM 1488
Suite 112
Hempstead TX 77445

To

836 Austin Street
Suite 1200
Hempstead TX 77445

Device Details:
Canon Image Runner DX-C926i SN: 4MK15397
Canon DX-C3926i SN: 4MK15387

Registration # 028855
Joan Sargent Waller Co. Treasurer
Deputy SD Date 11-18-25

Sales Person

Zachary Stewart

NOV18'25AM9:55AUDITOR

NOV12'25AM11:51TREASURER

Item No	Description	Serial No	Order	Ship	BkO	UM	Price	Disc	Amount
Equipment Freight	Equipment Freight Charges		1.0	1.0	0.0	EA	$200.00		$200.00

For questions, please email us at one of the addresses below:
Billing: ftge-contracts@flextg.com
Meters: Meters-FTGeast@flextg.com
AR: accountsreceivable@flextg.com
Join the growing number of clients who have made the switch to paperless invoices. If you are an authorized account administrator, please visit the FTG Customer Center at www.flextg.com/customer-center and select "Sign Up for Paperless Invoicing" option in the "How can we help?" dropdown.

Subtotal	$200.00
Discount	$0.00
Freight	$0.00
Sales Tax	$0.00
Invoice Total	$200.00
Balance Due	$200.00

RECEIVED 11/10/25
DEBBIE HOLLAN, COUNTY CLERK
WALLER COUNTY, TEXAS
BY: [signature]

000479 000002/000002 GMP_1762261246024BDEF

THE RANDLE LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, Texas 77024

Invoice #: 7359
Date: 12-03-2025

Waller County

Matter Name:General

Services

Date	Staff	Description	Hours	Rate	Amount
11-26-25	RPM	Work on contract review and compare to other contracts the County has previously entered into.	1.50	400.00	$600.00

Services Subtotal: $600.00

Subtotal	$600.00
Total	$600.00
Payment	$0.00
Balance Due	$600.00

Detailed Statement Account Summary

Previous Balance:	$1,920.00
New Charges:	$600.00
Payments Applied:	$240.00

Payment Date	Invoice No	Amount
11-04-25	7243	$240.00

Total Amount Outstanding: $2,280.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Riley McKay	RPM	1.50	400.00	$600.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $49,680.29

Please make check payable to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Please mail check to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Purpose of check: Invoice # 34043-6 Project # 14280-00

Services current September 27, 2025 through October 24, 2025

2023 Mobility Bond - Joseph Rd-23204_23205

Charge to GL line: 605-605-545405

Julie Adams 11-24-25

Signature of Person Submitting Request **Date**

11-24-25

Signature of Official/Department Head Submitting Request **Date**

INVOICE

J. Ross McCall, PE
Waller County Road & Bridge
775 Business US 290 East
Hempstead, TX 77445

November 12, 2025
Project No: 00014280-00
Invoice No: 34043

Invoice Total $49,680.29

Project 00014280-00 2023 Mobility Bond-Joseph Rd-23204_23205

Services current September 27, 2025 through October 24, 2025

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	75,480.00	68.0692	51,378.63	45,288.00	6,090.63
Preliminary Engineering	74,820.00	90.5608	67,757.62	44,892.00	22,865.62
Final Design	471,290.00	0.00	0.00	0.00	0.00
Drainage					
Preliminary Engineering	7,020.00	100.00	7,020.00	4,282.20	2,737.80
Final Design	46,335.00	0.00	0.00	0.00	0.00
Traffic					
General	2,787.50	84.3839	2,352.20	1,672.50	679.70
Preliminary Engineering	41,860.00	26.4314	11,064.18	8,372.00	2,692.18
Final Design	55,470.00	0.00	0.00	0.00	0.00
Bridge					
Final Design	20,730.00	0.00	0.00	0.00	0.00
Consultants					
Environmental-Raba Kistner	16,860.50	95.6256	16,122.96	11,858.00	4,264.96
Geotechnical-Terracon	51,670.00	100.00	51,670.00	51,670.00	0.00
ROW Survey Hegar Rd-Landtech	209,776.00	39.7947	83,479.74	83,479.74	0.00
SUE-Cobb Fendley	68,996.00	75.00	51,747.00	41,397.60	10,349.40
Total Fee	1,143,095.00		342,592.33	292,912.04	49,680.29

Total Fee	**49,680.29**
Total this Task	**$49,680.29**
Total this Phase	**$49,680.29**

Phase 0006 Construction Phase Services-HNTE

REMIT TO: BGE, Inc. · 10777 Westheimer · Suite 400 · Houston, Texas 77042

INVOICE PAYABLE UPON RECEIPT

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			55,775.00
Remaining			55,775.00

Total this Phase	**0.00**
Total this Invoice	**$49,680.29**

	Current	Prior	Total
Billings to Date	**49,680.29**	**292,912.04**	**342,592.33**

Fee Recap

1,198,870.00	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
1,198,870.00	*Total Authorized Fee*
342,592.33	*Billed To Date*
$856,277.67	

Email invoice: jtyler@lja.com
cc: mkeck@lja.com; kdezarn@lja.com
ACCT: PR / PDF File Name Convention

Waller County 2023 Mobility Bond

23204/23205 Joseph Road from Field Store Road to Kickapoo Road

Progress Report for October Invoice

Billing Period
September 27, 2025 to October 24, 2025

Completed this Billing Period

- Exiting utilities layouts received
- Utility conflict matrix received
- Additional survey received
- Drainage – Cross Culvert evaluation in progress
- ROW determination in progress
- PER write up continued

To be Completed next Billing Period

- Continuing design of roadway geometrics and drainage
- PER write up
- ROW determination
- Additional topo (Field Store and Kickapoo)

Outstanding Issues

- Alignment of Kickapoo

PER Report Submittal: 11/25/2025

Interim Design Submittal: N/A

Final Design Submittal: N/A

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Monday, November 24, 2025 4:06 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23204 & 23205 Joseph Rd. Seg 1 & 2
Attachments: 20251112-Invoice #34043-6-BGE-Joseph Rd-23204_23205.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good afternoon,

Attached is another invoice! Here is a summary:

Project #: 23204 & 23205
Project Name: Joseph Rd. Seg 1 & 2
Consultant: BGE
Percent spent so far: 28.6%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
11.12.25	34043-6	$49,680.29

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $36,973.86

Please make check payable to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Please mail check to:

Name: BGE, Inc

Address: 10777 Westheimer, Suite 400

Houston, TX 77042

Purpose of check: Invoice # 34041-6 Project # 14279-00

Services current September 27, 2025 through October 24, 2025

2023 Mobility Bond - Various Intersections within Precinct 2-23201

Charge to GL line: 605-605-545405

Julie Adams 11-24-25

Signature of Person Submitting Request **Date**

11-24-25

Signature of Official/Department Head Submitting Request **Date**

INVOICE

J. Ross McCall, PE
Waller County Road & Bridge
775 Business US 290 East
Hempstead, TX 77445

November 12, 2025
Project No: 00014279-00
Invoice No: 34041

Invoice Total $36,973.86

Project 00014279-00 2023 Mobility Bond-Various Intersections within Precinct 2-23201

Services current September 27, 2025 through October 24, 2025

Phase 0001 Roadway

Task 0001 General

Fee

Billing Phase	Fee Amount	% Comp To Date	Fee Earned	Previous Billed	Amount Due This Invoice
Roadway					
General	36,400.00	100.00	36,400.00	36,400.00	0.00
Preliminary Engineering	32,020.00	100.00	32,020.00	32,020.00	0.00
Final Design	109,605.00	53.7337	58,894.86	21,921.00	36,973.86
Traffic					
General	46,315.00	10.00	4,631.50	4,631.50	0.00
Final Design	19,350.00	5.00	967.50	967.50	0.00
Consultants					
Environmental-Raba Kistner	17,740.50	100.00	17,740.50	17,740.50	0.00
Geotechnical Investigation Hegar Rd-Raba	11,357.00	100.00	11,357.00	11,357.00	0.00
ROW Survey-Landtech	84,029.00	57.0609	47,947.70	47,947.70	0.00
SUE-Cobb Fendley	38,960.00	53.6756	20,912.00	20,912.00	0.00
Total Fee	395,776.50		230,871.06	193,897.20	36,973.86

Total Fee **36,973.86**

Total this Task **$36,973.86**

Total this Phase **$36,973.86**

Phase 0004 Construction Phase Services-HNTE

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			30,260.00
Remaining			30,260.00

REMIT TO: BGE, Inc. · 10777 Westheimer · Suite 400 · Houston, Texas 77042

INVOICE PAYABLE UPON RECEIPT

Total this Phase	**0.00**
Total this Invoice	**$36,973.86**

	Current	Prior	Total
Billings to Date	**36,973.86**	**193,897.20**	**230,871.06**

Fee Recap

426,036.50	*Basic Services*
0.00	*Reimbursables Expenses*
0.00	*Tax*
426,036.50	*Total Authorized Fee*
230,871.06	*Billed To Date*
$195,165.44	

Email invoice: jtyler@lja.com
cc: mkeck@lja.com; kdezam@lja.com
ACCT: PR / PDF File Name Convention

WALLER COUNTY ROAD BOND

Waller County 2023 Mobility Bond

23201 – Various Intersections within Precinct 2

Progress Report for September Invoice

Billing Period
September 27, 2025 to October 24, 2025

Completed this Billing Period

- Drainage design for culvert at Bowler in progress
- Illuminations and striping completed for Stonebridge
- Utility sheets and UCM completed
- Environmental report completed

To be Completed next Billing Period

- Obtain additional Survey (private property) for Bowler & Kyle
- Confirm proposed ROW limits for Bowler & Kyle
- Complete drainage design on intersections
- Hydraulics and culvert design

Outstanding Issues

PER Report Submittal: N/A

Interim Design Submittal: N/A

Final Design Submittal: 2/27/2026

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Monday, November 24, 2025 4:25 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23201 Various Intersections
Attachments: 20251112-Invoice #34041-6-BGE-Various Intersections within Precinct 2-23201.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good afternoon,

Attached is another invoice! Here is a summary:

Project #: 23201
Project Name: Various Intersections
Consultant: BGE
Percent spent so far: 54.2%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
11.12.25	34041-6	$36,973.86

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $46,626.35

Please make check payable to:

Name: HR Green

Address: P.O . Box 8213

Des Moines, IA 50301-8213

Please mail check to:

Name: HR Green

Address: P.O . Box 8213

Des Moines, IA 50301-8213

Purpose of check: Invoice # 194340

Professional Services Rendered from August 23, 2025 to September 26, 2025

Mathis Road Reconstruction

Charge to GL line: 605-605-545405

Julie Adams 11-12-25

Signature of Person Submitting Request **Date**

11-12-25

Signature of Official/Department Head Submitting Request **Date**

HRGreen.

P.O. Box 8213
Des Moines, IA 50301-8213
713.965.9996

INVOICE

Project No: 23206

Katlyn Dezarn
Waller County, TX
775 Business US 290 East
Hempstead, TX 77445

Pay Application Number:	5
Invoice Number:	194340
Invoice Date:	10/24/2025
Job Number:	2404188

Project Name: Mathis Road Reconstruction

FOR PROFESSIONAL SERVICES RENDERED FROM August 23, 2025 to September 26, 2025

Task	Fee Type	Contract Fee Amount	Previous Amount	Current Amount	Total Fee Earned	Percent Complete
General Project Management	Lump Sum	$53,792.00	$18,642.50	$5,946.50	$24,589.00	46%
Preliminary Phase Services	Lump Sum	$89,272.00	$50,021.50	$18,829.50	$68,851.00	77%
Final Design Services	Lump Sum	$342,810.00	$8,962.50	$0.00	$8,962.50	3%
Drainage Analysis Study	Lump Sum	$61,799.00	$48,982.00	$1,491.00	$50,473.00	82%
Survey Services (Landtech)	Lump Sum	$145,092.44	$41,509.13	$0.00	$41,509.13	29%
Geotech Services (HVJ)	Lump Sum	$68,195.00	$56,181.00	$4,552.75	$60,733.75	89%
Environmental Services (Reba-Kistner)	Lump Sum	$15,748.00	$14,960.60	$787.40	$15,748.00	100%
SUE Services (Cobb-Fendley)	Lump Sum	$70,739.00	$20,574.70	$15,019.20	$35,593.90	50%
Construction Phase Services	Time & Materials	$49,942.00	$0.00	$0.00	$0.00	0%
Project Totals		**$897,389.44**	**$259,833.93**	**$46,626.35**	**$306,460.28**	**34%**

Total Fee Earned To Date	**$306,460.28**
Less Previously Billed	**$259,833.93**
Amount Due This Invoice	**$46,626.35**

I hereby certify this invoice to be true and correct.
HR Green, Inc.

Jesus M. Olivas, P.E.
Project Manager

For Billing Questions, Please Contact:
713.338.8004
jolivas@hrgreen.com

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Waller County, TX
775 Business US 290 East
Hempstead, TX 77445

October 24, 2025
Project No: 2404188-0000
Invoice No: 194340
Invoice Total: $46,626.35

Project 2404188-0000 Waller County, TX - Mathis Road Reconstruction

Professional Services Through September 26, 2025

Phase	1	General Project Management			
Fee					
Total Fee		53,792.00			
Percent Complete		45.7113	Total Earned	24,589.00	
			Previous Fee Billing	18,642.50	
			Current Fee Billing	5,946.50	
			Total Fee		**5,946.50**
				Total this Phase	**$5,946.50**
Phase	2	Preliminary Phase Services			
Fee					
Total Fee		89,272.00			
Percent Complete		77.125	Total Earned	68,851.00	
			Previous Fee Billing	50,021.50	
			Current Fee Billing	18,829.50	
			Total Fee		**18,829.50**
				Total this Phase	**$18,829.50**
Phase	4	Drainage Analysis Study			
Fee					
Total Fee		61,799.00			
Percent Complete		81.6728	Total Earned	50,473.00	
			Previous Fee Billing	48,982.00	
			Current Fee Billing	1,491.00	
			Total Fee		**1,491.00**
				Total this Phase	**$1,491.00**
Phase	5	Sub-Consultant Services			
Task	5.2	Geotech Services by HVJ			
Fee					
Total Fee		68,195.00			
Percent Complete		89.0589	Total Earned	60,733.75	
			Previous Fee Billing	56,181.00	

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	2404188-0000	Waller County, TX - Mathis Road Reconstr			Invoice	1943
			Current Fee Billing	4,552.75		
			Total Fee		**4,552.75**	
				Total this Task	**$4,552.75**	
Task	5.3	Environmental Services by Reba-Kistner				
Fee						
Total Fee		15,748.00				
Percent Complete		100.00	Total Earned	15,748.00		
			Previous Fee Billing	14,960.60		
			Current Fee Billing	787.40		
			Total Fee		**787.40**	
				Total this Task	**$787.40**	
Task	5.4	SUE Services by Cob-Fendley				
Fee						
Total Fee		70,739.00				
Percent Complete		50.3172	Total Earned	35,593.90		
			Previous Fee Billing	20,574.70		
			Current Fee Billing	15,019.20		
			Total Fee		**15,019.20**	
				Total this Task	**$15,019.20**	
				Total this Phase	**$20,359.35**	
				Total this Invoice	**$46,626.35**	

HRGreen

Main + Fax + TBPE Firm

Project Status Report for Invoice #5
August 23, 2025 – September 26, 2025

Waller County, TX
Mathis Road Reconstruction: Project Number 23206

HR Green

- General Project Management and coordination with LJA and design team.
- Developed meeting Agenda and minutes for monthly status meeting
- Attended fifth monthly status meeting
- LJA submitted comments on draft PER, HRG reviewing comments provided.
- Worked on finalizing PER and exhibits based on comments provided by LJA and roll plot for proposed roadway.

HR Green – Drainage Study

- Finalized drainage study and incorporating it into the PER.

Landtech - Survey

- Working on tightening the ROW with continued corner searches.
- Survey crews were on site gathering adjoining topo data and the last few property corner searches.
- Working to finalize the ROW and provide updated files.

HVJ - Geotechnical

- Provided geotechnical report to HRG.

Raba-Kistner - Environmental

- Submitted environmental report with review comments provided by HRG and LJA addressed

Cobb-Fendley – SUE Services

- Continued refinement of utility locations in provided CAD files
- Worked on development of utility conflict table to include in PER.

HRGreen

Expected Submittal/Milestone Dates

- PER Submittal – 10/28/2025
- Interim Design Submittal – 5/18/2026
- Final Design Submittal – 9/11/2026

HR GREEN, INC.
Jesus Olivas
Project Manager

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Monday, November 10, 2025 5:21 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23206 Mathis Rd.
Attachments: 20250926-Invoice5-HR Green - Mathis Road Recon-23206.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke,

Attached is another invoice! Here is a summary:

Project #: 23206
Project Name: Mathis Rd.
Consultant: HRGreen
Percent spent so far: 34%
Design Schedule Changes: N/A

Invoice Date	Invoice #	Invoice $
10.24.25	194340-5	$46,626.35

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

LJA TRANSPORTATION Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $43,777.60

Please make check payable to:

Name: HR Green

Address: P.O . Box 8213

Des Moines, IA 50301-8213

Please mail check to:

Name: HR Green

Address: P.O . Box 8213

Des Moines, IA 50301-8213

Purpose of check: Invoice # 195172

Professional Services Rendered from September 27, 2025 to October 31, 2025

Mathis Road Reconstruction

Charge to GL line: 605-605-545405

Julie Adams 11-25-25

Signature of Person Submitting Request — Date

11-25-25

Signature of Official/Department Head Submitting Request — Date

HRGreen

P.O. Box 8213
Des Moines, IA 50301-8213
713.965.9996

INVOICE

Project No: 23206

Katlyn Dezarn
Waller County, TX
775 Business US 290 East
Hempstead, TX 77445

Pay Application Number:	6
Invoice Number:	195172
Invoice Date:	11/12/2025
Job Number:	2404188

Project Name: Mathis Road Reconstruction

FOR PROFESSIONAL SERVICES RENDERED FROM September 27, 2025 to October 31, 2025

Task	Fee Type	Contract Fee Amount	Previous Amount	Current Amount	Total Fee Earned	Percent Complete
General Project Management	Lump Sum	$53,792.00	$24,589.00	$10,867.00	$35,456.00	66%
Preliminary Phase Services	Lump Sum	$89,272.00	$68,851.00	$15,957.00	$84,808.00	95%
Final Design Services	Lump Sum	$342,810.00	$8,962.50	$0.00	$8,962.50	3%
Drainage Analysis Study	Lump Sum	$61,799.00	$50,473.00	$5,070.00	$55,543.00	90%
Survey Services (Landtech)	Lump Sum	$145,092.44	$41,509.13	$0.00	$41,509.13	29%
Geotech Services (HVJ)	Lump Sum	$68,195.00	$60,733.75	$0.00	$60,733.75	89%
Environmental Services (Reba-Kistner)	Lump Sum	$15,748.00	$15,748.00	$0.00	$15,748.00	100%
SUE Services (Cobb-Fendley)	Lump Sum	$70,739.00	$35,593.90	$11,883.60	$47,477.50	67%
Construction Phase Services	Time & Materials	$49,942.00	$0.00	$0.00	$0.00	0%
Project Totals		**$897,389.44**	**$306,460.28**	**$43,777.60**	**$350,237.88**	**39%**

Total Fee Earned To Date	**$350,237.88**
Less Previously Billed	**$306,460.28**
Amount Due This Invoice	**$43,777.60**

I hereby certify this invoice to be true and correct.
HR Green, Inc.

Jesus M. Olivas, P.E.
Project Manager

For Billing Questions, Please Contact:
713.338.8004
jolivas@hrgreen.com

Please Remit To:
HR Green, Inc.
PO Box 8213
Des Moines, IA 50301-8213
319-841-4000

Waller County, TX
775 Business US 290 East
Hempstead, TX 77445

November 12, 2025
Project No: 2404188-0000
Invoice No: 195172
Invoice Total: $43,777.60

Project 2404188-0000 Waller County, TX - Mathis Road Reconstruction
Professional Services Through October 31, 2025

Phase	1	General Project Management			
Fee					
Total Fee		53,792.00			
Percent Complete		65.9131	Total Earned	35,456.00	
			Previous Fee Billing	24,589.00	
			Current Fee Billing	10,867.00	
			Total Fee		**10,867.00**
				Total this Phase	**$10,867.00**
Phase	2	Preliminary Phase Services			
Fee					
Total Fee		89,272.00			
Percent Complete		94.9996	Total Earned	84,808.00	
			Previous Fee Billing	68,851.00	
			Current Fee Billing	15,957.00	
			Total Fee		**15,957.00**
				Total this Phase	**$15,957.00**
Phase	4	Drainage Analysis Study			
Fee					
Total Fee		61,799.00			
Percent Complete		89.8769	Total Earned	55,543.00	
			Previous Fee Billing	50,473.00	
			Current Fee Billing	5,070.00	
			Total Fee		**5,070.00**
				Total this Phase	**$5,070.00**
Phase	5	Sub-Consultant Services			
Task	5.4	SUE Services by Cob-Fendley			
Fee					
Total Fee		70,739.00			
Percent Complete		67.1164	Total Earned	47,477.50	
			Previous Fee Billing	35,593.90	

Payment is due within 30 days unless prior arrangements are made. Interest of 1.5% per month will be levied on overdue balances.

Project	2404188-0000	Waller County, TX - Mathis Road Reconstr		Invoice	1951
		Current Fee Billing	11,883.60		
		Total Fee		**11,883.60**	
			Total this Task	**$11,883.60**	
			Total this Phase	**$11,883.60**	
			Total this Invoice	**$43,777.60**	

HRGreen

Main + Fax + TBPE Firm

Project Status Report for Invoice #6
September 27, 2025 – October 31, 2025

Waller County, TX
Mathis Road Reconstruction: Project Number 23206

HR Green

- General Project Management and coordination with LJA and design team.
- Developed meeting Agenda and minutes for monthly status meeting
- Attended sixth monthly status meeting
- LJA submitted comments on draft PER, HRG reviewing comments provided.
- Addressed LJA review comments on PER.
- Submitted PER and exhibits based on comments provided by LJA and roll plot for proposed roadway.

HR Green – Drainage Study

- Finalized drainage study and incorporating it into the PER.

Landtech - Survey

- No work.

HVJ - Geotechnical

- No work.

Raba-Kistner - Environmental

- No work.

Cobb-Fendley – SUE Services

- Continued refinement of utility locations in provided CAD files
- Worked on development of utility conflict table to include in PER.

HRGreen

Expected Submittal/Milestone Dates

- PER Submittal – 10/28/2025
- Interim Design Submittal – 5/18/2026
- Final Design Submittal – 9/11/2026

HR GREEN, INC.
Jesus Olivas
Project Manager

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, November 25, 2025 2:55 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23206 Mathis Road
Attachments: 20251031-Invoice6-HR Green - Mathis Road Recon-23206.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hello again!

Attached is another invoice! Here is a summary:

Waller County Mobility Bond Program
Project #: 23206
Project Name: Mathis Road
Consultant: HR Green
Percent spent so far: 39%
Design Schedule Changes: Yes, PER adjusted to reflect submittal revision date

Invoice Date	Invoice #	Invoice $
11.12.25	195172	$43,777.60

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $64,121.27

Please make check payable to:

Name: Kimley-Horn and Associates, Inc.

Address: P.O. Box 951640

Dallas, TX 75395-1640

Please mail check to:

Name: Kimley-Horn and Associates, Inc.

Address: P.O. Box 951640

Dallas, TX 75395-1640

Purpose of check: Invoice # 65035800-1025-07 Project # 65035800

Services Rendered October 1, 2025 through October 31, 2025

23102 Double Culvert Road

Charge to GL line: 605-605-545405

Julie Adams 11-25-25

Signature of Person Submitting Request **Date**

11-25-25

Signature of Official/Department Head Submitting Request **Date**

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 951640
Account Number:	2073089159554	DALLAS, TX 75395-1640
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

WALLER COUNTY, TX
425 FM 1488
HEMPSTEAD, TX 77445

Federal Tax Id: 56-0885615
For Services Rendered through Oct 1-31, 2025

Invoice Amount: $64,121.27

Invoice No: 065035800-1025-07
Invoice Date: Oct 31, 2025

Project No: 065035800
Project Name: 23102 DOUBLE CULVERT ROAD
Project Manager: SMOAK, SONNY

Client Reference:

LUMP SUM

KH Ref # 065035800.1-33858314

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PROJECT ADMINISTRATION & PERMITTING	104,880.00	40.00%	41,952.00	31,464.00	10,488.00
PRELIMINARY ENGINEERING	536,332.69	75.00%	402,249.52	348,616.25	53,633.27
FINAL DESIGN	269,375.00	0.00%	0.00	0.00	0.00
Subtotal	**910,587.69**	**48.78%**	**444,201.52**	**380,080.25**	**64,121.27**
Total LUMP SUM					**64,121.27**

HOURLY NOT TO EXCEED

KH Ref # 065035800.3-33890746

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
CPS	72,270.00	0.00	0.00	0.00
Subtotal	**72,270.00**	**0.00**	**0.00**	**0.00**
Total HOURLY NOT TO EXCEED				**0.00**

Total Invoice: $64,121.27

If you have questions or concerns regarding this invoice, please call Cecile Walls at 281.612.9021

Kimley»Horn
Expect More. Experience Better.

Progress Report #7 (Oct 2025)
23102 Double Culvert Rd Segment 1

Project: Double Culvert Rd Segment 1
KHA Project #065035800

Date: November 13, 2025

Prepared by: Sonny Smoak, P.E.

Explanation of Effort (through September 30th):

During the month of October 2025, Kimley-Horn performed the following tasks:

- Addressing 30% PER submittal comments

Anticipated Activities Next Month:

We anticipate performing the following tasks next month:

- Revised 30% PER submittal
- Commence with Interim Final Design submittal

Schedule:

- Expected Interim Design Submittal – 12/20/2025
- Expected Final Design Submittal – 2/28/2025

Pending Needs/Requests:

- N/A

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, November 25, 2025 2:11 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23102 Double Culvert Seg 1
Attachments: 20251031-06503580010-KIMLEYHORN-23102 DOUBLE CULVERT ROAD-065035800.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good afternoon,

Attached is another invoice! Here is a summary:

Project #: 23102
Project Name: Double Culvert Seg 1
Consultant: Kimley Horn
Percent spent so far: 45%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
10.31.25	065035800-1025-07	$64,121.27

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

LJA TRANSPORTATION Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $224,475.03

Please make check payable to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Please mail check to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Purpose of check: Invoice # 202547780 Project # PM5121-2471 #15

Professional Services Rendered September 6, 2025 through October 3, 2025.

Charge to GL line: 605-605-545405

Julie Adams 11-13-25

Signature of Person Submitting Request — Date

11/13/25

Signature of Official/Department Head Submitting Request — Date

Program M t
TBPELS F-14256
www.LJAProgramManagement.com
7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735

Waller County
775 Bus 290 East
2000 NW Loop 410
Hempstead, TX 77445
Attention: J. Ross McCall, PE

Invoice Date:	**11/13/2025**
Invoice No.:	**202547780**
Project No.:	**PM5121-2471**
Bill No.:	**15**
P.O. No.:	**207745**

INVOICE

Description: **Waller County 2023 Road Bond Program GEC**

For Professional Services Rendered: 9/06/25 through 10/03/25.

Contract Amount:	**$15,000,000.00**
Authorized Amount:	**$6,000,000.00**
Invoice Amount:	**$224,475.03**
Previous Invoiced Amount:	**$1,939,026.76**
Invoiced to Date:	**$2,163,501.79**
Balance Remaining:	**$3,836,498.21**

TOTAL AMOUNT DUE THIS INVOICE **$224,475.03**

This invoice is true and unpaid.

Approved By: John C. Tyler
John Tyler

Mail checks payable to:

LJA Engineering, Inc.
DEPT. 803
P.O. BOX 4346
Houston, TX 77210-4346

Send ACH or Wire payments to:

Account Name	LJA Engineering, Inc
Name of Bank	Amegy Bank
ABA Routing Number	113011258
Account Number	5795329241
Swift Code	ZFNBUS55

Please email a remittance advice to AR@lja.com

3600 W Sam Houston Pkwy S
Suite 600
Houston, TX 77042
P: 713.953.5200
F: 713.953.5026
Invoice Questions: Billing@lja.com
Payment Questions: AR@lja.com
www.LJA.com

Attention: J. Ross McCall, PE
Waller County
775 Bus 290 East
Hempstead, TX 77445
United States

Invoice : 202547780
Invoice Date : 11/12/2025
Project : PM5121-2471
Project Name : Waller County Bond Program Management
PM Name : John Charles Tyler

For Professional Services Rendered Through 10/3/2025

PM5121-2471 - Waller County Bond Program Management

		Current Billings
101 - Off-System Bridge Assessment/Planning		6,972.91
Rate Labor	6,972.91	
901 - Project Design Engineer Coord.		14,233.08
Rate Labor	14,233.08	
902 - Review of Project Plan Submittals		14,320.74
Rate Labor	14,320.74	
903 - Utility Coordination		17,918.85
Rate Labor	17,918.85	
904 - Program Management		167,933.73
Rate Labor	167,933.73	
905 - Project Coordination		1,898.90
Rate Labor	1,898.90	
Z99 - Other Direct Costs		1,196.82
Expenses	1,073.07	
Unit Rate Expense	123.75	
Total Expense	1,196.82	

Current Billings 0	224,475.03
Amount Due This Bill	224,475.03

Outstanding Receivables

Invoice Number	Date	Amount	Balance Due
202539971	10/2/2025	313,974.50	313,974.50
			313,974.50

Mail Checks payable to:

LJA Engineering, Inc
DEPT. 803 P.O. BOX 4346 Houston,
TX 77210-4346

Send ACH or Wire Payments to:

Account Name:.....LJA Engineering, Inc
Name of Bank:.....Amegy Bank
ABA Routing Number:.....113011258
Account Number:.....5795329241
Swift Code:.....ZFNBUS55
Please email a remittance advice to: AR@lja.com

101 - Off-System Bridge Assessment/Planning

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Senior Engineer				
Alanna Bettis	9/12/2025	1.00	303.17	303.17
	Prep and meeting with team on maintenance work plan			
Steven Jonathan Austin	9/8/2025	2.00	303.17	606.34
	Compile field notes, review scour documentation, and prepare summaries			
	9/11/2025	2.00	303.17	606.34
	Compile field notes, review scour documentation, and prepare summaries			
	9/12/2025	2.00	303.17	606.34
	Compile field notes, review scour documentation, and prepare summaries			
	9/15/2025	8.00	303.17	2,425.36
	Compile bridge recommendations and prepare progress update.			
	9/16/2025	6.00	303.17	1,819.02
	Compile bridge recommendations and prepare progress update.			
	9/22/2025	2.00	303.17	606.34
	Internal review and discussion of bridge findings and recommendations in preparation for meeting with Waller County. Updates to presentation of content for clarity.			
Total Steven Jonathan Austin		22.00		6,669.74
Total Senior Engineer		23.00		6,972.91
	Total Rate Labor			***6,972.91***
Total Bill Task: 101 - Off-System Bridge Assessment/Planning				**6,972.91**

901 - Project Design Engineer Coord.

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Admin/Clerical				
Patricia C. Alvarez	10/2/2025	1.00	111.70	111.70
	final WA/send for signature/request docs and update files/send to accounting for files/update spreadsheet - NDS - B.Bakhtiari			
Engineer-in-Training I				
Nataly De La Fuente	10/1/2025	1.00	111.70	111.70
	Review of turn lane memo.			
	10/3/2025	2.00	111.70	223.40
	FM 362 and FM 529 TSWA Memo: Addressed comments received.			
	10/3/2025	4.00	111.70	446.80
	FM 362 and FM 529 TSWA Memo: Addressed comments received.			
Total Nataly De La Fuente		7.00		781.90
Total Engineer-in-Training I		7.00		781.90
Senior Engineer				
Magdy Mikhail	9/9/2025	1.00	303.17	303.17
	Review Pavement Design for COCHRAN Road			
	10/1/2025	2.00	303.17	606.34
	Review Geotech reports for DOUBLE CULVERT ROAD SEGMENT 2 & CEDAR RD			
Total Magdy Mikhail		3.00		909.51
Michael David Keck	9/8/2025	2.00	303.17	606.34
	Payroll entering comment to post timesheet - SC			
	9/10/2025	2.00	303.17	606.34
	Payroll entering comment to post timesheet - SC			
	9/11/2025	2.00	303.17	606.34
	Payroll entering comment to post timesheet - SC			
	9/15/2025	2.00	303.17	606.34
	Management			

901 - Project Design Engineer Coord.

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Senior Engineer					
		9/16/2025	2.00	303.17	606.34
	Management				
		9/17/2025	4.00	303.17	1,212.68
	Management				
		9/18/2025	4.00	303.17	1,212.68
	Management				
		9/19/2025	1.00	303.17	303.17
	Management				
		9/19/2025	2.00	303.17	606.34
	Management				
		9/22/2025	2.00	303.17	606.34
	Management				
		9/23/2025	2.00	303.17	606.34
	Management				
		9/24/2025	2.00	303.17	606.34
	Management				
		9/25/2025	2.00	303.17	606.34
	Management				
		9/29/2025	2.00	303.17	606.34
	Manage Consultants				
		9/30/2025	2.00	303.17	606.34
	Manage Consultants				
		10/1/2025	2.00	303.17	606.34
	Manage Consultants				
		10/2/2025	2.00	303.17	606.34
	Manage Consultants				
		10/3/2025	2.00	303.17	606.34
	Manage Consultants				
		10/3/2025	2.00	303.17	606.34
	Management				
Total Michael David Keck			41.00		12,429.97
Total Senior Engineer			44.00		13,339.48
		Total Rate Labor			***14,233.08***
Total Bill Task: 901 - Project Design Engineer Coord.					**14,233.08**

902 - Review of Project Plan Submittals

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Design Engineer					
Bradley Burnside		9/8/2025	4.50	207.43	933.44
	Mathis				
		9/16/2025	1.00	207.43	207.43
	Mathis Rd				
		9/17/2025	5.00	207.43	1,037.15
	Mathis Rd				
		9/18/2025	7.00	207.43	1,452.01
	Mathis Rd				
		9/19/2025	4.00	207.43	829.72
	Mathis Rd				
		9/19/2025	4.00	207.43	829.72
	Mathis Rd				

902 - Review of Project Plan Submittals

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Design Engineer					
		9/22/2025	3.00	207.43	622.29
	Mathis Rd				
		9/24/2025	7.00	207.43	1,452.01
	Mathis Rd, Adams Flat Rd				
		9/25/2025	2.50	207.43	518.58
	Adams Flat Rd				
		9/29/2025	3.00	207.43	622.29
	Adams Flat Rd; Double Culvert Rd				
		9/30/2025	2.50	207.43	518.58
	Double Culvert Rd				
		10/1/2025	2.00	207.43	414.86
	Double Culvert Rd				
		10/2/2025	4.00	207.43	829.72
	Double Culvert Rd				
		10/3/2025	4.00	207.43	829.72
	Double Culvert Rd				
		10/3/2025	4.00	207.43	829.72
	Double Culvert Rd				
Total Bradley Burnside			57.50		11,927.24
Total Design Engineer			57.50		11,927.24
Project Engineer					
Robert T. Mcbride		9/8/2025	2.00	239.35	478.70
	Review Plans				
		9/17/2025	3.00	239.35	718.05
	Review PER				
		9/22/2025	3.00	239.35	718.05
	Review Plans				
		9/29/2025	2.00	239.35	478.70
	Review PER and Agendas				
Total Robert T. Mcbride			10.00		2,393.50
Total Project Engineer			10.00		2,393.50
		Total Rate Labor			***14,320.74***
Total Bill Task: 902 - Review of Project Plan Submittals					**14,320.74**

903 - Utility Coordination

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Design Engineer					
Alejandro Villarreal Guevara		9/8/2025	4.00	207.43	829.72
	Waller Co. utilities in ROW applications review				
		9/11/2025	4.00	207.43	829.72
	Waller Co. utilities in ROW applications review				
		9/17/2025	9.00	207.43	1,866.87
	Waller Co. utilities in ROW applications review				
		9/19/2025	2.00	207.43	414.86
	Waller Co. utilities in ROW applications review				
		9/25/2025	8.00	207.43	1,659.44
	Waller Co. utilities in ROW applications review				
		9/29/2025	9.00	207.43	1,866.87
	Waller Co. utilities in ROW applications review				

903 - Utility Coordination

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Design Engineer					
Total Alejandro Villarreal Guevara			36.00		7,467.48
Total Design Engineer			36.00		7,467.48
Sr. Utilities Coordinator					
Lydia Mares		9/10/2025	1.00	255.30	255.30
	Pipelines				
		9/12/2025	1.50	255.30	382.95
	Team utility meeting				
		9/15/2025	2.00	255.30	510.60
	County Utility bundles. Team discussion				
		9/16/2025	1.00	255.30	255.30
	Get utility bundles going for utility owners				
		9/19/2025	2.50	255.30	638.25
	Work on acquiring additional pipeline quidelines				
		9/22/2025	2.00	255.30	510.60
	Waller Project utilities				
		9/23/2025	4.00	255.30	1,021.20
	Waller Project utilities. Create UCM				
		9/24/2025	1.00	255.30	255.30
	Waller Project utilities. ARM pipeline mtg				
		9/26/2025	4.00	255.30	1,021.20
	Internal UC mtg. Pipeline follow-up. Mathis utilities. UCM				
		9/29/2025	2.00	255.30	510.60
	Project UC				
		9/30/2025	1.50	255.30	382.95
	Pipeline guidelines follow-ups & UC				
		10/1/2025	2.00	255.30	510.60
	Project UC				
		10/3/2025	2.00	255.30	510.60
	Penick review. Pipeline Guidelines				
Total Lydia Mares			26.50		6,765.45
Total Sr. Utilities Coordinator			26.50		6,765.45
Utility Coordinator					
Jose Alejandro Ramirez Jr.		9/9/2025	2.00	175.52	351.04
	I				
		9/10/2025	1.00	175.52	175.52
	I				
		9/12/2025	2.00	175.52	351.04
	I				
		9/16/2025	2.00	175.52	351.04
	Utility Coordination				
		9/17/2025	2.00	175.52	351.04
	Utility Coordination				
		9/19/2025	1.00	175.52	175.52
	Utility Coordination				
		9/22/2025	2.00	175.52	351.04
	Permit reviews				
		9/23/2025	2.00	175.52	351.04
	Utility Coordination				
		9/26/2025	2.00	175.52	351.04
	Utilities				
		9/29/2025	3.00	175.52	526.56

903 - Utility Coordination

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Utility Coordinator					
	UCM, Utilities				
		10/3/2025	2.00	175.52	351.04
	utilities				
Total Jose Alejandro Ramirez Jr.			21.00		3,685.92
Total Utility Coordinator			21.00		3,685.92
		Total Rate Labor			***17,918.85***
Total Bill Task: 903 - Utility Coordination					**17,918.85**

904 - Program Management

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Deputy Project Manager					
Daniel Wayne Freeman		9/8/2025	4.00	335.09	1,340.36
	Design Status Meetings				
		9/9/2025	7.50	335.09	2,513.18
	Design Status Meetings; Woods Road PH 2 Plan Review				
		9/10/2025	8.00	335.09	2,680.72
	Woods Road PH 2 Plan Review				
		9/11/2025	4.00	335.09	1,340.36
	Design Status Meetings; Woods Road PH 2 Plan Review. RID Entity Research				
		9/12/2025	8.00	335.09	2,680.72
	Bridge Maintenance Coordination; Utility Coordination				
		9/15/2025	8.00	335.09	2,680.72
	Project Status Meetings; Utility Coordination				
		9/16/2025	8.00	335.09	2,680.72
	Coordination with Stockdick Engr regarding Sunset Grove DA; Project Status Meeting; RID Meeting Prep				
		9/17/2025	8.00	335.09	2,680.72
	Commissioners Court; Coordination with County Engineer; Project Status Meetings				
		9/18/2025	9.00	335.09	3,015.81
	Neuman Road BKDD Meeting; Project Status Meetings; Coordination on project time determination schedules; review of production rates.				
		9/19/2025	6.00	335.09	2,010.54
	Coordination regarding ARM permit for Morton/Shclipf; Time Determination schedule coordination				
		9/22/2025	6.00	335.09	2,010.54
	Pitts Road Meeting; Bridge Maintenance Exhibit Meeting; Staff Meeting				
		9/23/2025	7.50	335.09	2,513.18
	Progress Meetings				
		9/24/2025	2.00	335.09	670.18
	ARM Pipeline Meeting; General Coordination				
		9/25/2025	6.00	335.09	2,010.54
	General Coordination				
		9/26/2025	8.00	335.09	2,680.72
	Neuman Road Cross-Sections; Presentation Slide for Judge; Utility Coordination				
		9/29/2025	8.00	335.09	2,680.72
	Woods Road RID Meeting; Project Status Meeting; General Coordination				
		9/30/2025	5.00	335.09	1,675.45
	Coordinate with Graphics Group for powerpoint slide for Judge; Coordination with BKDD				
		10/1/2025	8.00	335.09	2,680.72
	Commissioners Court; Meeting with Judge Duhon; Coordination with BKDD				

904 - Program Management

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Deputy Project Manager				
	10/2/2025	6.00	335.09	2,010.54
	Coordination with McKenzie Kelly; Woods Road RID; General Coordionation			
	10/3/2025	7.00	335.09	2,345.63
	BKDD Coordination; General Coordination			
Total Daniel Wayne Freeman		134.00		44,902.07
Total Deputy Project Manager		134.00		44,902.07
Design Engineer				
Katlyn Nicole Dezarn	9/8/2025	9.00	207.43	1,866.87
	Review of PER, correspond with design consultants, project progress meetings, and internal coordination meeting			
	9/9/2025	9.00	207.43	1,866.87
	Review Invoices, project progress meeting, correspond with design consultants, and compile PER comments			
	9/10/2025	9.00	207.43	1,866.87
	Review Flukinger scope and fee, review invoices, correspond with design consultants and review			
	9/11/2025	9.00	207.43	1,866.87
	progress meetings, plan review, distribute CAD files, organize coordination meeting and correspond with design consultants			
	9/15/2025	9.00	207.43	1,866.87
	Invoice reviews, weekly internal meeting, review schlipf rod proposal, clay rd tcp review project progress meeting			
	9/16/2025	9.00	207.43	1,866.87
	invoice reviews, project progress meetings, clay road per review			
	9/17/2025	9.00	207.43	1,866.87
	review of TCP's and preliminary roll plots, project progress meetings, adams flat per progress report			
	9/18/2025	9.00	207.43	1,866.87
	project progress meeting, clay x pitts rod intersection review and meeting, meeting minutes, bkdd pre development meeting			
	9/19/2025	4.00	207.43	829.72
	coordinating with consultants, flukinger proposal review, invoice progress review			
	9/19/2025	4.00	207.43	829.72
	consultant coordination, put together meeting minutes			
	9/22/2025	9.00	207.43	1,866.87
	Review Clay Rd PER comments, Mathis RD PER review, Morrison Rd project layout review, internal project meeting			
	9/23/2025	9.00	207.43	1,866.87
	invoice review and submission, project progress meetings			
	9/24/2025	9.00	207.43	1,866.87
	Schlipf Rd proposal review and discussion, invoice review and submission, consultant calls and coordination			
	9/25/2025	9.00	207.43	1,866.87
	consultant calls and coordination, development review and cataloging, review Flukinger scope and Fee			
	9/29/2025	9.00	207.43	1,866.87
	project progress meetings, flukinger scope and fee review, exhibit booklet review, internal coordination meeting			
	9/30/2025	9.00	207.43	1,866.87
	invoice review, tcp review, schlipf road scope and fee review			
	10/1/2025	9.00	207.43	1,866.87
	consultant coordination, judge meeting, Richards rd proposal			
	10/2/2025	9.00	207.43	1,866.87
	Clay rd PER comments discussion, consultant coordination, project progress meetings			

904 - Program Management

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Design Engineer				
	10/3/2025	4.00	207.43	829.72
	update meeting minutes, review invoices			
	10/3/2025	4.00	207.43	829.72
	meeting minutes, schedule meetings, consultant coordination			
Total Katlyn Nicole Dezarn		160.00		33,188.80
Total Design Engineer		160.00		33,188.80
Engineer-in-Training I				
Alana Rose Brown	9/8/2025	9.00	111.70	1,005.30
	PER reviews			
	9/11/2025	9.00	111.70	1,005.30
	Roll plot review			
	9/17/2025	9.00	111.70	1,005.30
	cost estimate review			
	9/18/2025	9.00	111.70	1,005.30
	WC utility organization			
	9/19/2025	4.00	111.70	446.80
	WC utility organization			
Total Alana Rose Brown		40.00		4,468.00
Ali Tarkesh Esfahani	9/8/2025	2.00	111.70	223.40
	Memo for Cochran Rd Corridor - Turning Lane			
	9/9/2025	4.00	111.70	446.80
	Memo for Cochran Rd Corridor - Turning Lane			
	9/10/2025	4.00	111.70	446.80
	Memo for Cochran Rd Corridor - Turning Lane			
	9/11/2025	4.00	111.70	446.80
	Memo for Cochran Rd Corridor - Turning Lane			
	10/1/2025	4.00	111.70	446.80
	Cochran Rd Turn Lane analysis			
	10/2/2025	5.00	111.70	558.50
	Cochran Rd Turn Lane analysis			
Total Ali Tarkesh Esfahani		23.00		2,569.10
Total Engineer-in-Training I		63.00		7,037.10
Project Engineer				
Robert T. Mcbride	9/8/2025	6.00	239.35	1,436.10
	Program Management			
	9/9/2025	2.00	239.35	478.70
	Program Management			
	9/10/2025	2.00	239.35	478.70
	Program Management			
	9/11/2025	4.00	239.35	957.40
	Program Management			
	9/15/2025	5.00	239.35	1,196.75
	Program Management			
	9/16/2025	4.00	239.35	957.40
	Program Management			
	9/17/2025	5.00	239.35	1,196.75
	Program Management			
	9/18/2025	5.00	239.35	1,196.75
	Program Management			
	9/19/2025	4.00	239.35	957.40
	Program Management			

904 - Program Management

Rate Labor

Class / Employee		*Date*	*Hours*	*Rate*	*Amount*
Project Engineer					
		9/19/2025	4.00	239.35	957.40
	Program Management				
		9/22/2025	6.00	239.35	1,436.10
	Program Management				
		9/24/2025	4.00	239.35	957.40
	Program Management				
		9/25/2025	4.00	239.35	957.40
	Program Management				
		9/29/2025	7.00	239.35	1,675.45
	Program Management				
		9/30/2025	2.00	239.35	478.70
	Program Management				
		10/1/2025	7.00	239.35	1,675.45
	Program Management				
		10/2/2025	2.00	239.35	478.70
	Program Management				
		10/3/2025	2.00	239.35	478.70
	Program Management				
		10/3/2025	2.00	239.35	478.70
	program management				
Total Robert T. Mcbride			77.00		18,429.95
Total Project Engineer			77.00		18,429.95
Project Manager					
John Charles Tyler		9/8/2025	5.50	357.42	1,965.81
	Prog Admin. Bridge Maint Sch Review. Prog staff mtg. Adams Flat Proj Mtg.				
		9/9/2025	5.00	357.42	1,787.10
	prog admin, RID review/coord. Br maint org. Joseph Rd mtg. TxDOT AFA reviews				
		9/10/2025	2.00	357.42	714.84
	Prog Admin. TxDot Bridge AFA's				
		9/11/2025	6.00	357.42	2,144.52
	Prog admin. Bridge maint coord. TxDOT AFA review/coord. BGE proj emails. HC/Pitts discussion.				
		9/12/2025	7.00	357.42	2,501.94
	Prog admin. Bridge maint. mtg. utility mtg/coord. Utility/permit review/discussion. TxDOT AFA review/discussion.				
		9/15/2025	8.00	357.42	2,859.36
	Prog Admin. Twinwood developer mtg. Wkly prog mtg. Robichaux mtg. Utility coord. mtg. Bridge maint. mtg.				
		9/16/2025	7.00	357.42	2,501.94
	prog admin. Bridge maint review. Penick add'l work review. Stockdick mtg. Utility calls.				
		9/17/2025	7.50	357.42	2,680.65
	prog admin. Comm Crt. Stockdick DA review.				
		9/18/2025	5.50	357.42	1,965.81
	Prog Admin. Clay/Pitts drainage mtg.				
		9/19/2025	6.00	357.42	2,144.52
	Prog admin. Stockdick sch review. Utility reviews. DA reviews.				
		9/22/2025	6.50	357.42	2,323.23
	prog admin. Wkly proj mtg. Bridge maint rev/mtg. Clay/Pitts drainage coord mtg.				
		9/23/2025	7.00	357.42	2,501.94
	prog admin. Neuman Proj mtg. bridge maintenance report comments. Neuman report review. Stockdick planning. Dbl Culvert TcP.				
		9/24/2025	8.50	357.42	3,038.07
	Prog admin. Schlipf contract neg. Bridge review. Utility conflict discussion.				

904 - Program Management

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Project Manager				
	9/25/2025	7.00	357.42	2,501.94
	Prog Admin. Bid document review. ILA review of attorney comments/response. Woods road mtg prep.			
	9/26/2025	6.00	357.42	2,144.52
	Prog admin. Newman cross section coord. Utility coord. Judge mtg prep. RID mtg prep.			
	9/29/2025	7.00	357.42	2,501.94
	Prog admin. RID mtg. Penick mtg. Prog mtg. Woods responsibilities disc.			
	9/30/2025	5.50	357.42	1,965.81
	prog admin. ROW coord. Utility coord. Bridge maint. discussion. ILA review.			
	10/1/2025	8.00	357.42	2,859.36
	Prog admin. Dbl Clvrt site visit. Dbl Clvrt Geot review. Waller ILA. Crt mtg. Judge Mtg. Woods coord.			
	10/2/2025	8.00	357.42	2,859.36
	prog admin. Woods RID ILA review.			
	10/3/2025	7.00	357.42	2,501.94
	Prog Admin. Penick PER comment review. Morrison ENV review. Old Hou ILA review/comment. PV mtg coord. Utility coord/Penick. Brg maint plan development.			
Total John Charles Tyler		130.00		46,464.60
Total Project Manager		130.00		46,464.60
Senior Project Engineer				
Thirulokesh Krishnan	9/29/2025	2.00	255.30	510.60
	Cochran turn lane warrant review			
	10/2/2025	2.00	255.30	510.60
	359 warrant study			
Total Thirulokesh Krishnan		4.00		1,021.20
Total Senior Project Engineer		4.00		1,021.20
Senior Technical Advisor				
Justin Allen Stuart	9/17/2025	4.00	462.74	1,850.96
	Worked on updating the program schedule.			
	9/18/2025	8.00	462.74	3,701.92
	Worked on updating the program schedule.			
	9/19/2025	8.00	462.74	3,701.92
	Worked on updating the program schedule.			
	9/22/2025	8.00	462.74	3,701.92
	Completed the project update and added in Baselines for project variance tracking.			
	9/23/2025	4.00	462.74	1,850.96
	Completed the project update and added in Baselines for project variance tracking.			
Total Justin Allen Stuart		32.00		14,807.68
Sean Franklin Beal	9/9/2025	1.00	462.74	462.74
	Waller County Internal Coordination			
	9/10/2025	1.50	462.74	694.11
	Waller County Internal Coordination			
	9/23/2025	1.50	462.74	694.11
	Internal Coordination			
	10/3/2025	0.50	462.74	231.37
	Internal coordination			
Total Sean Franklin Beal		4.50		2,082.33
Total Senior Technical Advisor		36.50		16,890.01
	Total Rate Labor			***167,933.73***
Total Bill Task: 904 - Program Management				**167,933.73**

905 - Project Coordination

Rate Labor

Class / Employee	*Date*	*Hours*	*Rate*	*Amount*
Admin/Clerical				
Patricia C Alvarez	10/2/2025	2.00	111.70	223.40
	create WA for B.Bakhtiari for NDS/create file/send for review and signature/update O and S drive/request current COI			
Engineer-in-Training I				
Jasmine Navarro	9/15/2025	4.00	111.70	446.80
	FM 362 and FM 529 TSWA Memo			
	9/16/2025	9.00	111.70	1,005.30
	FM 362 and FM 529 TSWA Memo			
Total Jasmine Navarro		13.00		1,452.10
Nataly De La Fuente	9/8/2025	2.00	111.70	223.40
	QA/QC of analysis and report.			
Total Engineer-in-Training I		15.00		1,675.50
	Total Rate Labor			***1,898.90***
Total Bill Task: 905 - Project Coordination				**1,898.90**

Z99 - Other Direct Costs

Expenses

Account / Vendor	*Doc Number*	*Date*	*Cost*	*Multiplier*	*Amount*
Gasoline					
Amegy Bank	PRR000002659	8/19/2025	50.19	1.0000	50.19
	Steven Austin-08/19/25-Chevron 0208850-Fuel for travel to and from Waller County for kick-off meeting - unit 226853.				
	PRR000002659	9/4/2025	43.15	1.0000	43.15
	Steven Austin-09/04/25-Shell Oil 57529605008-Fuel for LJA vehicle 226853. Vehicle used for bridge assessments.				
	PRR000002659	9/5/2025	34.16	1.0000	34.16
	Steven Austin-09/05/25-Chevron 0374708-Fuel for LJA vehicle 226853. Vehicle used for bridge assessments.				
	PRR000002659	9/7/2025	28.29	1.0000	28.29
	Steven Austin-09/07/25-Circle K # 04684-Fuel for LJA vehicle 226853. Vehicle used for bridge assessments.				
Total Amegy Bank			155.79		155.79
Total Gasoline			155.79		155.79
Lodging					
Amegy Bank	PRR000002659	9/4/2025	108.64	1.0000	108.64
	Steven Austin-09/04/25-Holiday Inn Exp Katy-Lodging - night of 9/2/25 for bridge assessment work.				
	PRR000002659	9/7/2025	108.64	1.0000	108.64
	Steven Austin-09/07/25-Holiday Inn Exp Katy-Lodging - night of 9/3/25 for bridge assessment work.				
Total Amegy Bank			217.28		217.28
Total Lodging			217.28		217.28
Outside Services - Other					
National Data & Surveying Services, Inc.	VO0000012796	9/4/2025	700.00	1.0000	700.00
	Total Expenses				***1,073.07***

Unit Rate Expenses

Unit / Vendor	*Quantity*	*Rate*	*Amount*
11x17 Color Copy			
LJA Print Room	81.00	1.25	101.25

Z99 - Other Direct Costs

Unit Rate Expenses

Unit / Vendor	*Quantity*	*Rate*	*Amount*
8.5x11 Clear Cover			
LJA Print Room	3.00	1.00	3.00
Black Backs			
LJA Print Room	6.00	2.00	12.00
Screw Posts			
LJA Print Room	3.00	2.50	7.50
Total Unit Rate Expenses			***123.75***
Total Bill Task: Z99 - Other Direct Costs			**1,196.82**

Total Project: PM5121-2471 - Waller County Bond Program Management **224,475.03**

WALLER COUNTY
ROAD BOND '23

Monthly Progress Report
September 2025

Contract No: PM5121-2471

Project Description: Waller County Road Bond Program GEC

Progress Reporting Period: September 6, 2025 – October 3, 2025

Project Manager: John Tyler

Progress Summary:

Project Design Engineer Coordination

- Summary of effort
  - Continued reviewing draft scopes and fees with prime engineers; Woods, Flukinger, and Richards Roads.
  - Held monthly project meetings.
  - Managed the right of entry process, coordinating the field work of the surveyors and geotechnical engineers with the County.
  - Received final PER for Adams Flat Road project.
  - Began Morton Road temporary overlay project.
- Deliverables
  - None
- Problems Encountered:
  - Woods scope will be modified once direction is agreed to with RID.
- Progress Expected Next Month:
  - Review fee estimates from project engineering teams.
  - Continue to schedule project kick-off meetings after agreements are approved.
  - Assist with scoping for assigned engineering firms for projects.
  - Coordinate right of entry letters and respond to land owner questions.
  - Finalize plans for Morton Road Overlay project.
  - Continue advancing project schedules.
  - Review draft PER's.

Review of Project Plan Submittals

- Summary of effort
  - None.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Morton Road Phase 1 plan review.
  - Review preliminary schematic level layouts for inclusion in PER's.

Utility Coordination

- Summary of effort
  - Coordinated with ARM on Morton Road and Schlipf Road crossing elevations.
  - Verified clearance requirements for Penick project clearance for two pipelines.
  - Began coordination with companies crossing Morton Road for overlay project.
  - Continued research on potential conflicts for projects.
  - Provided information for use in project estimates.
  - Review installation/relocation requests from utility companies along projects using county's MGO software.
- Deliverables
  - None.
- Problems Encountered:
  - ARM could not install pipeline across Schlipf to requested depth. ARM has provided a letter that future Schlipf Road will only need a 2' clearance to pipeline.
- Progress Expected Next Month:
  - Will continue to support the project estimates.
  - Continue developing utility conflict lists.

Program Management

- Summary of effort
  - Continued discussions on potential additional project assignments; Major Thoroughfare Plan, Off-system bridge maintenance/projects.
  - Updated program schedule.
  - Continued adjusting program expenditures in accordance with updated schedule.
  - Continued contact with TxDOT to coordinate program with current TxDOT projects in Waller County, specifically signal at FM 529/FM 362.
  - Held monthly commissioner meetings, Precincts 3 and 4.
  - Reviewed subconsultant invoices and submitted to County Engineer's office.
  - Met with Harris County to coordinate Clay and Pitts Road projects.
  - Held discussions with BKDD to coordinate project drainage.
  - Responded to calls from landowners receiving ROE letters.
  - Confirmed AFA for Wilpitz at Bessies Creek bridge replacement has been completed.
  - Confirmed AFA for Morton Road at Buffalo Bayou Draw is in progress.
  - Met with Woods Road RID developer to discuss responsibilities for the roadway, initial and future. Discussions will continue.
- Deliverables
  - None.
- Problems Encountered:
  - RID discussions at Woods Road will continue until County agrees with direction.
- Progress Expected Next Month:
  - Determine direction for Woods Road design.
  - Determine direction for signalization safety improvement project for FM 529/FM 362 Intersection.
  - Complete negotiations with prime engineers for remaining projects.
  - Organize and finalize engineering agreements to gain approval at Commissioners Court.
  - Submit engineering invoices to County for approval at Commissioners Court.

- Continue meeting with agencies impacted by project in road bond.

Project Coordination

- Summary of effort
  - Penick Road project has moved to final design.
  - Clay Road PER has been scheduled.
  - Continue monthly project meetings.
  - Coordinated between projects and County.
  - Coordinated project team survey and geotechnical field work with County.
  - Provide PER comments to address.
  - Schedule PER meetings with Commissioners
- Deliverables
  - Final Penick PER.
  - Updated project information.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Draft PER reviews for a few projects.
  - Schedule PER presentations/meetings.

Right of Way Coordination

- Summary of effort
  - Bartlett property owner has been contacted and process to identify amount of property and acquisition has begun.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Continue to provide/develop information necessary for acquisitions.

GIS

- Summary of effort
  - Provided Lidar files for drainage use on several projects.
  - Updated sharefile for program use.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - None.

Bidding Phase Services

- Summary of effort

  - Began coordination with County to bid Morton Road Phase 1.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Morton Road Phase 1 will bid.
  - Effort will begin on other projects when first project design is 50% complete.

09:23:46 PM

XXXXXXXXXXXX0907
VISAEFLT2
INVOICE E/5035701
AUTH 018029

PUMP# 9

UNLEAD REG	18.594G
PRICE/GAL	$2.699
FUEL TOTAL	$ 50.19
TOTAL =	$ 50.19
CREDIT	$ 50.19

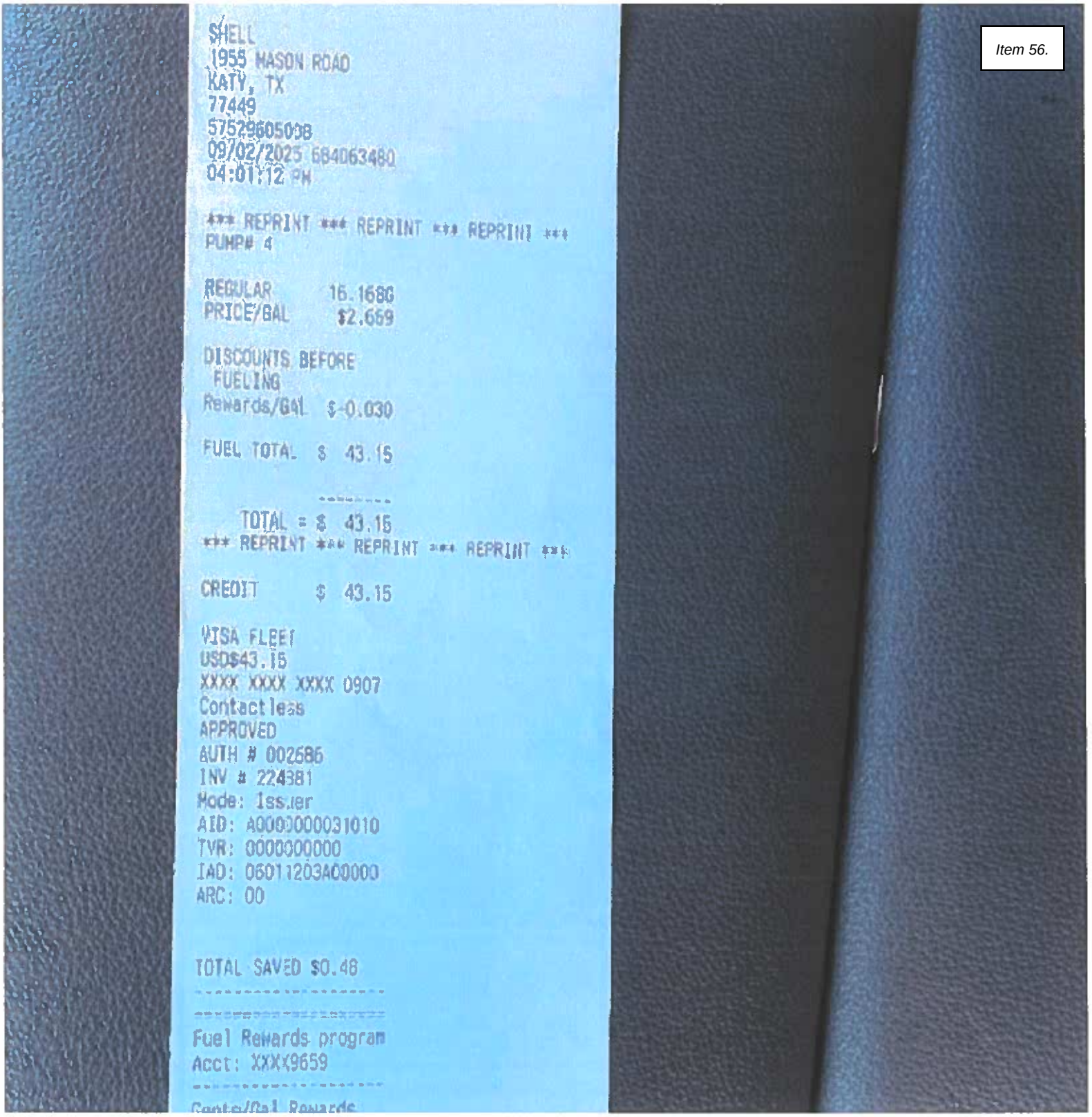
Contactless
VISA FLEET
Mode: Issuer
AID: A0000000031010

Get rewarded on
every fill-up at
Chevron with a
Techron Advantage
card. See app
for details.

I agree to pay the above total amount
according to card issuer agreement.

Thanks For Your Business!!
Customer Copy

Item 56.



SHELL
1955 MASON ROAD
KATY, TX
77449
57529605008
09/02/2025 684063480
04:01:12 PM

*** REPRINT *** REPRINT *** REPRINT ***
PUMP# 4

REGULAR 16.168G
PRICE/GAL $2.669

DISCOUNTS BEFORE
FUELING
Rewards/GAL $-0.030

FUEL TOTAL $ 43.15

TOTAL = $ 43.15
*** REPRINT *** REPRINT *** REPRINT ***

CREDIT $ 43.15

VISA FLEET
USD$43.15
XXXX XXXX XXXX 0907
Contactless
APPROVED
AUTH # 002686
INV # 224381
Mode: Issuer
AID: A0000000031010
TVR: 0000000000
IAD: 06011203A00000
ARC: 00

TOTAL SAVED $0.48

Fuel Rewards program
Acct: XXXX9659

Costco/Gal Rewards

6936 FM 362 RD
PATTISON TX 77423

6936 FM 362 RD
FUEL MAXX #11
00374708
BROOKSHIRE, TX
09/04/2025 104201729
08:05:38 AM

XXXXXXXXXXXX0907
VISAEFLT2
INVOICE E/0897439
AUTH 004285

PUMP# 3

UNLEAD REG 11.390G
PRICE/GAL $2.999

FUEL TOTAL $ 34.16

TOTAL = $ 34.16

CREDIT $ 34.16

Chip Read
VISA FLEET
Mode: Issuer
AID: A0000000031010

Get rewarded on
every fill-up at
Chevron with a
Techron Advantage
card. See app
for details.

9/4/202518:51:2
Order Number: 674281
Circle K 2704684
6412 US 290 West
Austin TX 78735
(512) 891-0535
Term: 102
Appr : 004398
UNL-REG 2
PUMP No. 05
Gallons 12.523
PRICE/G $2.259
TOTAL FUEL $28.29
TOTAL SALE $28.29
SALE
Visa Fleet
Card Num : (R)
XXXXXXXXXXXX0907
Contactless

USD$ 28.29

VISA FLEET
AID: A0000000031010
TVR: 0000000000
IAD: XXXXXXXXXXXXXXX
TSI: 0000
ARC: 00
ARQC:
BE757128780D39A3A

09/04/2025 18:49:01

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

Inner Circle

XXXXXX9659

GSA Rate $128.00
Taxes $45.00

Room $188.10
Taxes $29.18
Total $217.28

09-04-25

Steven Austin	Folio No.	: **189111**	Room No.	: **403**
965 Linden Loop	A/R Number	:	Arrival	: **09-02-25**
Driftwood 78619	Group Code	:	Departure	: **09-04-25**
United States	Company	: **Business Trip**	Conf. No.	: **89575676**
	Membership No.	: **PC 671841716**	Rate Code	: **IDME0**
	Invoice No.	:	Page No.	: **1 of 1**

Date	Description		Charges	Credits
09-02-25	IHG Member Discount Rate		94.05	
09-02-25	State Tax - 6%		5.64	
09-02-25	County Tax - 2%		1.88	
09-02-25	City Tax - 7%		6.58	
09-02-25	Texas Recovery Fee		0.49	
09-02-25	Visa	XXXXXXXXXXXX0907		108.64
09-03-25	IHG Member Discount Rate		94.05	
09-03-25	State Tax - 6%		5.64	
09-03-25	County Tax - 2%		1.88	
09-03-25	City Tax - 7%		6.58	
09-03-25	Texas Recovery Fee		0.49	
09-04-25	Visa	XXXXXXXXXXXX0907		108.64
		Total	**217.28**	**217.28**
		Balance	**0.00**	

Thank you for staying with us! Qualifying points for this stay will automatically be credited to your account. Please tell us about your stay by writing a review here - www.ihg.com/reviews. We look forward to welcoming you back soon.

Guest Signature: _____

I have received the goods and / or services in the amount shown heron. I agree that my liablity for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express & Suites Houston West - Katy
21010 Katy Freeway
Katy, TX 77449
Telephone: (281) 392-1010 Fax: (281) 206-7461

Request for Katlyn Dezarn : Print Request #REQ-170416

NOT REQUESTED

by **Katlyn Dezarn** (kdezarn@lja.com) on **Mon, Sep 29 4:23 PM** via **Portal**
Requested for : **Katlyn Dezarn** (kdezarn@lja.com)

TICKET PROPERTIES

Workspace
Reprographics

Priority
Medium

Status
Open

Source
Portal

Type
Request

Urgency
Low

Impact
Low

Location Houston

Group
Print

Agent
Greg Mays

Department
LJA Engineering, Inc. - Transportation

Category
Reprographics

Sub-Category
Printing

Item
--

Tags
--

6000 6
6605 3 or 6
6022 $1
6093 3

N
QAQC (2)

Due by
Wed, Oct 1 10:23 AM

DESCRIPTION

REQUESTED ITEMS (1)

Print Request

DESCRIPTION
Print Request

Stage
Requested

Reference Name for this Print Request
Katlyn Dezarn

Job Number
PM5121-2471

Type of Original
Digital (attached)

Date and Time Needed
Tue, 2025 Sep 30, 5:00 PM

Shipping Method
Pick up from Houston reprographics

Type of Job
Small Format

SF Quantity Sets
3

Color Option
Same as Original

SF Paper Size
11x17

Reduce/Enlarge
No

Trim Print
No

Single or Double Sided
Single Sided

SF Media Type
Same as Original

Binding
GBC Bind

List of Tabs, if required
--

Front Cover
Clear Cover

BIDSET Stamp
No

Back Cover
Black Back

Map Pockets
No

Special Instructions
--

Scan Type
--

Additional Information or Requests
The file is fairly large feel free to email me so i can send it or use the path below to get the PDF

to provide Judge D. program reference documents.
JC

Approved By Baharch Bakhtiari

Approved NDS Invoice 25-450193
LJA Job Number: PM5121-2471.z99
Amount $700

National Data & Surveying Services

Invoice

Date	Invoice #
9/8/2025	25-450193

Bill To
LJA Engineering 3600 W Sam Houston Parkway S, Suite 600 Houston, Texas, 77042 (713) 380-4467
Attn: B. Bakhtiari

PROJECT DESCRIPTION AND/OR NOTES	
Brookshire Counts	
P.O. No.	
Due Date	10/8/2025
Terms	Net 30

Item	Detail	Description	Qty	Rate	Amount
		Service Date - 09-04-2025			
ITM-45 TX-H...	13 Hr Counts	6:30-7:30AM Turning Movement Counts At 1 Locations For 1 Day - 1 Person Count With Camera Installation With Volume 1) FM 362/FM 529 (NS) & FM 529/Wilson Rd (EW)	1	660.00	660.00
FuelSurcharge		Fuel Surcharge Brookshire, Texas	1	40.00	40.00

Checked:
10/28/25

ENTERED
Vendor Code: NAT19-ACH
Received Date: 10/13/2025
Entered Date: 10/13/2025 10/29/25
Period: 9
Entered By: AHS
Expense Code: 510000
VO No: ~~VO0011251~~ VO0012796
SCA/WA: N
COI: N
Email Approval: Y

Total	$700.00
Payments/Credits	$0.00
Balance Due	$700.00

National Data & Surveying Services
106 N. Poinsettia Place
Los Angeles, CA 90036

FOR BILLING INQUIRIES PLEASE CONTACT OUR CENTRAL BILLING OFFICE AT:
T (323) 782-0090, F (323) 375-1666
accounting@ndsdata.com

Send in your Next Job Request to: orders@ndsdata.com

Local offices Nationwide

From: Patricia Alvarez
To: Andrea Hill-Stevens
Cc: John Tyler; Bahareh Bakhtiari
Subject: FW: Approved NDS Invoice 25-450193 (LJA Job Number: PM5121-2471.z99)
Date: Monday, October 13, 2025 11:12:24 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
25-450193.pdf
WA_NDS_PM5121-2471_05OCT2025.pdf

Hi Andrea,

Please see invoice and WA attached for your files.

Thanks,
Patty

From: Bahareh Bakhtiari <bbakhtiari@lja.com>
Sent: Friday, October 3, 2025 9:29 AM
To: Patricia Alvarez <palvarez@lja.com>
Subject: Approved NDS Invoice 25-450193 (LJA Job Number: PM5121-2471.z99)

Approved By Bahareh Bakhtiari

Approved NDS Invoice 25-450193
LJA Job Number: PM5121-2471.z99
Amount $700

Thank You!
Bahar Bakhtiari (She/Her), PE, PTOE | Senior Project Manager
Transportation

O: 713-380-4467 C: 713-817-1533
3600 W Sam Houston PKW S, Houston, TX, 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Julie Adams

From: Andrea Hill-Stevens <ahillstevens@lja.com>
Sent: Thursday, November 13, 2025 8:17 AM
To: Ross McCall
Cc: Julie Adams; John Tyler; Luke Fortkamp
Subject: LJA Program Management (PM5121-2471) - Waller County Bond Program Mgmt. - September Invoice 202547780 100325
Attachments: LJA Engineering (PM5121-2471)_Waller County_202547780_100325.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Please find attached our invoice for September services. If you require any additional information or have any questions, please do not hesitate to reach out.

Best regards,

Andrea Hill-Stevens | Project Accounting Specialist
Accounting
O: 713.380.4420 | D: 281.666.8858 | C: 512.517.2072
2002 W Grand Parkway N, Suite 200, Katy, TX 77449
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $26,774.00

Please make check payable to:

Name: R.G. Miller Engineers, Inc. Attn: Amy Phan

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Please mail check to:

Name: R.G. Miller Engineers, Inc. Attn: Amy Phan

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Purpose of check: Invoice # 100389-7 Project # 2117.0000 Neuman Road

Professional Engineering Services September 22, 2025 to October 19, 2025

Charge to GL line: 605-605-545405

Julie Adams 11-25-25

Signature of Person Submitting Request — Date

11-25-25

Signature of Official/Department Head Submitting Request — Date

RG Miller | DCCM

R.G. Miller Engineers, Inc.

1080 Eldridge Pkwy, Suite 600, Houston, Texas 77077 Tel. 713-461-9600 Fax 713-461-8455

Remit Payment: R.G. Miller Engineers, Inc.
By Check: 1080 Eldridge Pkwy Suite 600 Houston, TX 77077
Electronic Instructions: Bank: First Merchants Bank Acct#: 10117489 Wire/ACH ABA: 074900657 BIC/ SWIFT CODE: FMECUS33 (International)

BILL TO
Waller County
c/o Rosemary Gambino
P.O. Box 239
Waller, TX 77484

Email: jtyler@lja.com; rmcbride@lja.com
CC: kdezarn@lja.com

REMIT TO
R.G. Miller Engineers, Inc.
Attn: Amy Phan
1080 Eldridge, Suite 600
Houston, TX 77077
Email: aphan@rgmiller.com

Professional Engineering Services related to
Project: Neuman Road

INVOICE

Date of Invoice: 5-Nov-25 **RGME Invoice No.** 100389-7
RGME Project No.: 2117.0000
Period of Services: 9/22/2025 TO 10/19/2025

TASK Code	Phase Description		Contract Fee	% Complete	Invoiced to Date	Previously Invoiced	Current Invoice		Amount of Contract Value Remaining
100	PER Phase	LS	$190,540.00	90%	$171,486.00	$152,432.00	$19,054.00		$19,054.00
200	Design Phase	LS	$238,750.00	0%	$0.00	$0.00	$0.00		$238,750.00
210	Topographic Survey	T&M	$117,548.00	79%	$93,124.08	$89,404.08	$3,720.00		$24,423.92
220	Geotechnical Services	T&M	$99,567.00	90%	$89,610.30	$89,610.30	$0.00		$9,956.70
230	Subsurface Utility Engineering	T&M	$158,630.00	6%	$9,336.30	$5,336.30	$4,000.00		$149,293.70
240	Bridge Design	T&M	$73,080.00	0%	$0.00	$0.00	$0.00		$73,080.00
250	Environmental Services	T&M	$16,866.00	0%	$0.00	$0.00	$0.00		$16,866.00
300	Bid Phase	LS	$11,800.00	0%	$0.00	$0.00	$0.00		$11,800.00
	Total:		$906,781.00		$363,556.68	$336,782.68	$26,774.00		$543,224.32
	OVERALL TOTALS		**$906,781.00**	**40%**	**$363,556.68**	**$336,782.68**	**$26,774.00**		**$543,224.32**

AMOUNT DUE THIS INVOICE: **$26,774.00**

I certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the subcontract agreement

Approved by:

Alberto Espinoza, P.E.
Senior Project Manager

November 5, 2025
Date

(If you have any questions regarding this invoice, call or email Mary Williams @ 281-921-8678 or mawilliams@rgmiller.com.)

PAPE–DAWSON
TEXAS

INVOICE

2117.000
Phase: 230
Reimb w/NO markup

R. G. Miller Engineers, Inc.
16340 Park Ten Place, Suite 350
Houston, TX 77084

October 02, 2025
Project No: 00042473-030
Invoice No: 25090590
Contract No: Proj #2117.0000

ATTN: Alberto Espinoza

Invoice Total: $4,000.00

Project 00042473-030 Waller County - Neuman Rd

Professional Services through September 26, 2025

Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Invoice
Utility Engineering	47,410.00	19.6927	9,336.30	5,336.30	4,000.00
PM & Admin	21,720.00	0.00	0.00	0.00	0.00
Total Fee	69,130.00		9,336.30	5,336.30	4,000.00
	Total Fee				**4,000.00**
			Total Due This Invoice		**$4,000.00**

	Current	Prior	Total
Billings to Date	**4,000.00**	**5,336.30**	**9,336.30**

Interest of 10% per annum is added on past due invoices, unless otherwise contractually stated.

PROJECT MANAGER: Trisha Frederick

APPROVED
By Alberto Espinoza at 4:59 pm, Oct 06, 2025

2117.000
Phase: 210
Reimb w/NO markup

QUIDDITY ENGINEERING

Invoice Total: $3,720.00

Invoice #: ARIV1044382
Invoice date: 10/2/2025
Project Number: 30347-0001-01

PAYMENT INFORMATION

Remit Address	ACH Info
Quiddity Engineering, LLC	Vantage Bank
PO Box 991	Acct: 108119104
Houston, TX 77001	ABA: 114915272
EIN: 87-3888184	Email: Payment@Quiddity.com

Payments are due upon receipt. Standard payment options are ACH or check. We also accept all major credit cards subject to a 3% convenience fee.

RG Miller
1080 Eldridge Parkway
Houston, TX 77077

Project Title: Waller County; Project: Neuman Road from Gassner Lane to Depot Street
RGM Project No.: 2117.0000
Project Phase/Task No.: 210

APPROVED
By Alberto Espinoza at 4:58 pm, Oct 06, 2025

For professional services from 01-Sep-2025 through 30-Sep-2025

30347-0001-01 Waller County-Neuman Road

30347-0001-01.130 - Neuman Road

Role	Hours	Rate	Amount
Project Manager	2.00	250.00	500.00
Survey Technician	28.00	115.00	3,220.00
Subtotal	**30.00**		**3,720.00**

Billing limits	Current	Prior	To-Date
Total billings	3,720.00	89,404.08	93,124.08
Limit			117,548.00
Remaining			24,423.92

Invoice subtotal	3,720.00
Total	**3,720.00**

Outstanding invoices

Invoice	Date	Balance
ARIV1039957	7/11/2025	40,025.35
ARIV1041467	8/5/2025	21,323.88
ARIV1042818	9/2/2025	19,203.60

Project **Waller County-Neuman Road** **Invoice** **ARIV1044382**

Billing Backup

Quiddity Engineering, LLC

Project **Waller County-Neuman Road**

Professional Personnel

		Hours	Rate	Amount
30347-0001-01.130 Project Manager				
David Spradley	9/17/2025	1.00	250.00	250.00
David Spradley	9/16/2025	1.00	250.00	250.00
30347-0001-01.130 Survey Technician				
Jorge Reyes	9/3/2025	4.00	115.00	460.00
Jennifer Ojo	9/8/2025	9.00	115.00	1,035.00
Jennifer Ojo	9/9/2025	9.00	115.00	1,035.00
Jennifer Ojo	9/10/2025	6.00	115.00	690.00
Total labor		30.00		**3,720.00**

Total this Report **3,720.00**

Total this Report (Rounded) **3,720.00**

Neuman Road

October 2025 Progress Report

Summary of Work Accomplished in October 2025

- Coordinate work with subconsultants
- Provide alternatives for Gassner intersection
- Preliminary Engineering Report preparation and draft submittal

Summary of Work to be Accomplished in November 2025

- Discuss comments from draft submittal with LJA
- Begin addressing comments to prepare final PER submittal

Project Schedule and Upcoming Deliverables

- Draft Geotechnical Report – 7/23/2025
- Survey Deliverables – 10/24/2025
- Preliminary Engineering Report Draft Submittal – 10/31/2025
- 70% Design Submittal – 4/19/2026
- 95% Design Submittal – 7/9/2026
- 100% Design Submittal – 8/20/2026

Outstanding Issues or Information Needs

Open Issues

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, November 25, 2025 3:41 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23404 Neuman Road
Attachments: 20251105 - Invoice 100389 - 7 RGM - Neuman Road - 23404.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke,

Attached is another invoice! Here is a summary:

Project #: 23404
Project Name: Neuman Road
Consultant: RG Miller
Percent spent so far: 40%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
11.05.25	100389-7	$26,774.00

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $35,669.91

Please make check payable to:

Name: Schaumburg & Polk, Inc.

Address: 8865 College Street, Suite 100

Beaumont, TX 77707

Please mail check to:

Name: Schaumburg & Polk, Inc.

Address: 8865 College Street, Suite 100

Beaumont, TX 77707

Purpose of check: Invoice # 304200.00 - 7

Professional Services from September 29, 2025 to November 2, 2025

Pitts Road

Charge to GL line: 605-605-545405

Julie Adams 11-24-25

Signature of Person Submitting Request **Date**

11-24-25

Signature of Official/Department Head Submitting Request **Date**

Invoice

SCHAUMBURG & POLK, INC.

November 3, 2025
Invoice No: 0000304200.00 - 7

WALLER COUNTY
J. ROSS MCCALL, P.E.
775 BUS 290 EAST
HEMPSTEAD, TX 77445

Project 0000304200.00 PITTS ROAD
PROFESSIONAL ENGINEERING SERVICES
R.MCCALL@WALLERCOUNTY.US

Professional Services from September 29, 2025 to November 2, 2025

Fee

Phase	Contract Fee	Percent Complete	Billed To Date	Current Billing
GENERAL	260,499.20	17.50	45,587.36	6,512.48
PRELIM DESIGN	206,870.00	34.50	71,370.15	17,583.95
ENVIRONMENTAL	18,590.00	76.17	14,160.00	1,389.40
GEOTECHNICAL	70,880.94	0.00	0.00	0.00
STRUCTURAL	63,067.00	0.00	0.00	0.00
SUE	93,050.00	19.1915	17,857.70	5,200.00
SURVEY	100,426.00	82.7201	83,072.52	4,984.08
TRAFFIC	81,873.84	14.9037	12,202.23	0.00
FINAL DESIGN	219,420.00	0.00	0.00	0.00
BID/CONSTRUCTION	135,304.00	0.00	0.00	0.00
Total Fee	1,249,980.98		244,249.96	35,669.91
		Previous Fee Billing	208,580.05	
	Total Fee			**35,669.91**
			Total this Invoice	**$35,669.91**

Outstanding Invoices

Number	Date	Balance
6	9/29/2025	14,519.13
Total		**14,519.13**

Total Now Due **$50,189.04**

Billings to Date

	Current	Prior	Total
Fee	35,669.91	208,580.05	244,249.96
Totals	**35,669.91**	**208,580.05**	**244,249.96**

SCHAUMBURG & POLK, INC.
ENGINEERING A BETTER FUTURE

Waller County
23407 Pitts Rd
Progress Report

Work Period: September 29, 2025 to November 2, 2025

Previous Month:

General:

- SPI coordinated with LJA regarding the Harris County exhibit updates.
- SPI coordinated with PDE and TEDSI regarding geometry and right-of-way.
- SPI coordinated with Consor regarding amendment and created exhibit to show Consor the project area/scope.
- SPI attended the Progress Meeting with LJA and prepared meeting minutes.
- SPI reviewed Geotechnical Report and sent comments to B2Z.
- SPI coordinated with PDE and B2Z on status of deliverable and report, respectively.
- SPI coordinated with TNP regarding the survey extension proposal and then sent the Notice to Proceed to TNP.

Prelim Design:

- SPI updated Intersection Exhibit with interim conditions (intersection and transitions along Clay Rd).
- SPI updated pavement file.
- SPI started creating the profile for Pitts Road.
- SPI updated PER.
- SPI researched BKDD/Waller County drainage requirements.
- Consor submitted updated Environmental Constraints Report on October 29, 2025.
- PDE is finalizing the deliverables.

Next Month:

General:

- SPI to attend Progress Meeting with LJA and prepare meeting minutes.
- SPI to attend meeting with Harris County and update exhibit accordingly.

Preliminary Engineering:

- SPI to continue preparing PER.
- SPI to continue designing profile and cross sections.
- SPI to start designing storm sewer system.
- SPI to attend pre-development BKDD meeting.

Environmental:

- Submit Amendment 1 proposal.
- Consor to address comments from LJA, if any.

Geotechnical:

- B2Z to submit revised Geotechnical Report.
- Address comments from LJA on their Geotechnical Report, if any.

SUE:

- Update utility base map and exhibit for existing utilities.

Traffic:

- Update preliminary traffic signal base file.
- TEDSI to evaluate intersection sight triangles.

Issues:

- Pending intersection approval from Harris County.
- Pending confirmation from Harris County to see if storm sewer can be installed in their easement.

Schedule:

*** Same as last report. Schedule to be revised when SPI receives survey extension, Harris County approval of the intersection, and the BKDD meeting has been scheduled***

PER Submittal: 8/29/2025 (draft)
70% Submittal: 2/2/2026
95% Submittal: 5/4/2026
100% Submittal: 7/23/2026

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Monday, November 24, 2025 4:00 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice |
Attachments: 20251103-Invoice#304200.00-7-SPI-Pitts Rd-23407.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke,

Attached is another invoice! Here is a summary:

Project #: 23407
Project Name: Pitts Road
Consultant: SPI
Percent spent so far: 20%
Design Schedule Changes: Schedule to be revised when SPI receives survey extension, Harris County approval of the intersection, and the BKDD meeting has been scheduled

Invoice Date	Invoice #	Invoice $
11.03.25	304200.00 - 7	35,669.91

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

LJA TRANSPORTATION Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $96,936.97

Please make check payable to:

Name: TEDSI Infrastructure Group

Address: 738 Highway 6 South, Suite 430

Houston, TX 77079

Please mail check to:

Name: TEDSI Infrastructure Group

Address: 738 Highway 6 South, Suite 430

Houston, TX 77079

Purpose of check: Invoice # 203286-5 Stockdick Road 23305

Professional Services from October 01, 2025 through October 31, 2025

Charge to GL line: 605-605-545405

Julie Adams 11-25-25

Signature of Person Submitting Request — Date

11-25-25

Signature of Official/Department Head Submitting Request — Date

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

November 13, 2025
Project No: 2025-2183-01
Invoice No: 203286-5

Waller County
J. Ross McCall, P.E.
775 Bus 290 East
Hempstead, TX 77445

Total Contact Amount:	$1,563,052.31
Previous Amount Billed:	$239,832.19
Amount Billed to Date:	$336,769.16
Contact Amount Remaining:	$1,226,283.15

Project 2025-2183-01 Stockdick Road 23305
"2023 Mobility Bond Invoice" - 23305

Professional Services from October 01, 2025 to October 31, 2025

Phase 100 Project Meetings / Agency Coordination

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Project Meetings/Agency Coordination	97,661.59	60.00	58,596.95	39,064.64	19,532.31
Total Fee	97,661.59		58,596.95	39,064.64	19,532.31

Billing Summary	Current	Prior	To-Date	
Total Billings	19,532.31	39,064.64	58,596.95	
Total Fee			97,661.59	
Remaining Fee			39,064.64	
			Total this Phase	**$19,532.31**

Phase 200 Preliminary Engineering

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Coordination with Subs	80,746.46	60.00	48,447.88	32,298.58	16,149.30
PER Development	103,601.68	60.00	62,161.01	41,440.67	20,720.34
Total Fee	184,348.14		110,608.89	73,739.25	36,869.64

Billing Summary	Current	Prior	To-Date	
Total Billings	36,869.64	73,739.25	110,608.89	
Total Fee			184,348.14	
Remaining Fee			73,739.25	
			Total this Phase	**$36,869.64**

Project	2025-2183-01	Stockdick Road	Invoice	203286-5

Phase 300 Final Design

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
PS&E Development	493,855.39	0.00	0.00	0.00	0.00
Total Fee	493,855.39		0.00	0.00	0.00

Billing Summary	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Total Fee			493,855.39
Remaining Fee			493,855.39

Total this Phase **$0.00**

Phase 400 Extras

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Drainage (Gauge)	215,185.00	19.00	40,885.15	21,518.50	19,366.65
Bridge (B2Z)	18,518.08	0.00	0.00	0.00	0.00
Environmental (Terracon)	34,615.00	49.00	16,961.35	16,961.35	0.00
Geotechnical (Ninyo & Moore)	30,704.00	100.00	30,704.00	30,704.00	0.00
Survey (Weisser)	186,595.00	39.00	72,772.05	57,844.45	14,927.60
SUE (BBI)	204,525.55	3.00	6,135.77	0.00	6,135.77
Direct Expenses (TEDSI)	525.00	20.00	105.00	0.00	105.00
Total Fee	690,667.63		167,563.32	127,028.30	40,535.02

Billing Summary	Current	Prior	To-Date
Total Billings	40,535.02	127,028.30	167,563.32
Total Fee			690,667.63
Remaining Fee			523,104.31

Total this Phase **$40,535.02**

Phase 500 Construction Phase Services

Task 501 CPS (TEDSI)

Billing Summary	Current	Prior	To-Date
Labor	0.00	0.00	0.00
Total Fee			70,879.56
Remaining Fee			70,879.56

Task 502 CPS (Gauge)

Billing Summary	Current	Prior	To-Date
Consultants	0.00	0.00	0.00
Total Fee			25,640.00
Remaining Fee			25,640.00

Total this Phase **$0.00**

Project	2025-2183-01	Stockdick Road	Invoice	203286-5

Total this Invoice **$96,936.97**

Authorized By: Paul Bright Date: 11/13/2025

Paul Bright PE, RPLS

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
TEDSI
TBPE F-1840
738 Highway 6 South ♦ Suite 430 ♦ Houston, Texas 77079
Tel: (832) 619-1000
Fax: (832) 619-1018

Invoice Progress Report No. 5

Project: **Stockdick Road – Project No. 23305 – 2023 Mobility Bond**
Invoice Period: **October 1, 2025 – October 31, 2025**

Progress During This Billing Period:

TEDSI:

Meetings / Agency Coordination

- Coordination with Weisser on survey requirements.
- Coordination with BBI on SUE information
- Coordination with Gauge / HR Green on drainage / detention requirements.

Preliminary Engineering

- Developed preliminary alignment
- Preparation of schematic for ultimate conditions.
- Revised alignment to tie into proposed development on west side of FM 2855
- Prepared KMZ and presented to LJA

Final Design Phase

- No Activity this period. Dependent on completion of Study Phase

Surveying / ROW (Weisser):

- Continued topographic survey and locating all property lines.
- Received final existing ROW location
- Received survey control maps for PER and Final Plans

Geotech (Ninyo&Moore):

- Preliminary Geotech Report is complete.

Drainage (Gauge / HR Green):

- Data Collection is complete.
- Received overall models of the Waller County area from LJA/BKDD
- On-going hydrologic analysis

Preliminary Mitigation Analysis

a. Calculate preliminary detention volumes using small watershed method

b. Developed three preliminary mitigation alternatives based on ROW detention calculations and review with prime consultant

i. Presented drainage alternatives to prime and program manager on 10/21/2025

Preparing alternatives based on gas line crossing locations

SUE (BBI):

- Collecting utility records for all utilities in the area.
- Received layout of SUE QL-B
- Recommended QL-A test hole locations

Environmental (Terracon):

- Completed draft Desktop Environmental Review
- Completed draft Waters of the US Desktop Assessment
- Completed draft Cultural Resources Assessment

Bridge (B2Z):

- No Activity this period.

Expected PER Submittal	~~11/12/2025~~ TBD based on SUE and Detention Analysis
Expected Interim Design Submittal	5/11/2026
Expected Final Design Submittal	12/23/2026

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, November 25, 2025 3:17 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23305 Stockdick Road
Attachments: 2025-11-13_Invoice 203286-5_TEDSI_Stockdick Road_23305.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good Afternoon,

Attached is another invoice! Here is a summary:

Project #: 23305
Project Name: Stockdick Road
Consultant: TEDSI
Percent spent so far: 22%
Design Schedule Changes:

Invoice Date	Invoice #	Invoice $
11.13.25	203286-5	$96,936.97

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $19,501.75

Please make check payable to:

Name: Trilogy Engineering Services LLC

Address: 238 Westcott Street

Houston, TX 77007

Please mail check to:

Name: Trilogy Engineering Services LLC

Address: 238 Westcott Street

Houston, TX 77007

Purpose of check: Invoice # 25-001.006 Project # 25-001

Preliminary Engineering Services for Waller Precinct 3 Adams Flat Road Reconstruction

Services from October 1, 2025 through October 31 , 2025

Charge to GL line: 605-605-545405

Julie Adams 11-25-25

Signature of Person Submitting Request **Date**

11-25-25

Signature of Official/Department Head Submitting Request **Date**

TRILOGY
ENGINEERING SERVICES

INVOICE

WALLER COUTY PRECINCT 3 ADAM'S FLAT ROAD RECONSTRUCTION 23301
WALLER COUNTY ROAD BOND
12620 FM 1887
HEMPSTAED, TX 77445

November 11, 2025

ATTN: JOHN TYLER, P.E. AND MICHAEL KECK, P.E.
LJA ENGINEERING

CC: KATLYN DEZARN, P.E.
LJA ENGINEERING

PROJECT NO.: 025-001
INVOICE NO.: 025-001.006

RE: WALLER COUTY PRECINCT 3

FOR PRELIMINARY ENGINEERING SERVICES FOR WALLER PRECINCT 3 ADAMS FLAT ROAD RECONSTRUCTION - DATED APRIL 02, 2025
SERVICES FROM OCTOBER 01, 2025 THROUGH OCTOBER 31, 2025:

Phase	Contract Fee	% Complete	Billed to Date	Current Billing	Fee Remaining
Prelimnary Engineering	$164.380.00	100.00%	$164.380.00	$7.657.00	$0.00
Survey	$99.956.75	100.00%	$99.956.75		$0.00
SUE	$78.965.00	90.00%	$71.068.50	$11.844.75	$7.896.50
Geotechnical	$41.221.50	100.00%	$41.221.50		$0.00
Environemtnal	$16.915.00	100.00%	$16.915.00		$0.00
Structural	$51.247.00	16.49%	$8.450.00		$42.797.00
Final Design	$218.184.00	0.00%	$0.00		$218.184.00
Direct Cost	$4.687.00	0.00%	$0.00		$4.687.00
Constrution Phase	$52.828.00	0.00%	$0.00		$52.828.00
Total	$728.384.25	55.19%	$401.991.75	$19.501.75	$326.392.50

TOTAL DUE THIS INVOICE FOR TRILOGY: **$ 19,501.75**

PER Submitted **8/26/2025**

Expected Interim Design Submittal **10/10/2025**

Expected Final Design Submittal **11/21/2025**

SUBMITTED BY

11/11/2025
DATE

Waller County 2023 Mobility Bond

23301 Adams Flat Road

November Progress - Trilogy

Current activities

- Awaiting NTP to start Final Design

Next steps

- Start Final Design

Project Schedule Update

- Current design phase: Study Phase
- Upcoming milestones: Final Design
- Adjustments to schedule (if any): None at this time

Action Items Review

- Outstanding items from previous meetings: None at this time
- Status updates: N/A at this time

Right-of-Way / Utility Coordination

- ROW coordination: TBD
- Utility conflicts and resolutions: In-progress

Environmental / Permitting Updates

- Any required permits or clearances: No permits required at this stage
- Status and expected timelines: Timeline for any future permitting will be established during the PER phase

Coordination with County or Other Agencies

- Updates on communication or decisions from TxDOT, cities, etc.: Communication with TxDOT has not yet started

Open Discussion

- Questions, requests for guidance, or clarifications

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Tuesday, November 25, 2025 1:53 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23301 Adams Flat Road
Attachments: 20250710-Invoice#0006-TrilogyEng-Adams_Flat_Reconstruction-23301.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke,

Attached is another invoice! Here is a summary:

Project #: 23301
Project Name: Adams Flat Road
Consultant: Trilogy
Percent spent so far: 55%
Design Schedule Changes: Yes, will be updated on next invoice to reflect change in schedule after PER Meeting

Invoice Date	Invoice #	Invoice $
11.11.25	025-001.006	$19,501.75

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $82,706.04

Please make check payable to:

Name: Volkert, Inc.

Address: 5775 N. Sam Houston Pkwy Suite 140

Houston, TX 77086

Please mail check to:

Name: Volkert, Inc.

Address: 5775 N. Sam Houston Pkwy Suite 140

Houston, TX 77086

Purpose of check: Invoice # 610005-6 Robichaux Road Waller County Precinct 1

Professional Services rendered September 20, 2025 through October 17, 2025

Charge to GL line: 605-605-545405

Julie Adams 11-12-25

Signature of Person Submitting Request **Date**

11-12-25

Signature of Official/Department Head Submitting Request **Date**

VOLKERT

Volkert, Inc.
5775 N. Sam Houston Pkwy Suite 140
Houston, TX 77086
281.466.2813

November 3, 2025 — Invoice No.: 00610005-6

Waller County Project #:23104
Volkert Project Numbe 1203276.000

Robichaux Road Waller Co PCT 1
For professional services rendered September 20, 2025 - October 17, 2025.

Description	Contract Amount	% Complete	Billed to Date	Previously Billed	Current Amount
TASK 10000: DESIGN TOTAL	$215,977.25	28.6%	$61,856.42	$58,350.47	$3,505.95
PER	$64,793.17	92.8%	$60,103.44	$58,350.47	$1,752.97
FINAL DESIGN	$151,184.08	1.2%	$1,752.98	$0.00	$1,752.98
TASK 20000: CONSTRUCTION PHASE SVC	$62,294.79	0%	$0.00	$0.00	$0.00
TASK 30000: DRAINAGE	$69,599.98	61.5%	$42,799.55	$39,983.11	$2,816.44
TASK 40000: BRIDGE	$40,015.00	15%	$6,002.25	$4,001.50	$2,000.75
TASK 50000: ENVIRONMENTAL	$16,802.43	60%	$10,081.45	$10,081.45	$0.00
TASK 60000: GEOTECH	$62,767.00	95.7%	$60,037.00	$60,037.00	$0.00
TASK 70000: SURVEY	$95,694.00	90%	$86,124.60	$19,138.80	$66,985.80
TASK 80000: SUE	$77,635.00	24.6%	$19,073.25	$11,720.25	$7,353.00
TASK 90000: PROJECT MGMT & ADMIN	$42,965.46	5.3%	$2,265.18	$2,221.08	$44.10
	$683,750.91		$288,239.70	$205,533.66	$82,706.04

Total Amount Due This Invoice — $82,706.04

Approver: _____ Date: 11.3.25

Total Work Authorization Billing Summary

Work Authorization	Previous Billed	Current Period	Billed to Date	Work Authorization Remaining
$ 683,750 91	$ 205,533 66	$ 82,706 04	$ 288,239 70	$ 395,511 21
$ 683,750 91	$ 205,533 66	$ 82,706 04	$ 288,239 70	$ 395,511 21

Please remit payment to

ACH Instructions:
Regions Bank
Acct Title: Volkert, Inc
Acct No. 0019285477

38.4%

Volkert, Inc.
5775 N. Sam Houston Pkwy W. Suite 140
Houston, TX 77086
281.466.2813
www.volkert.com

November 3, 2025

Waller County Pct 1
Attention: J. Ross McCall, P.E.
775 Business US 290 East
Hempstead, Texas 77445

Project: Robichaux Road Waller Co PCT 1 #23104

Please see invoice #00610005-6 attached for your review. The service dates provided are from September 20, 2025 – October 17, 2025.

Invoice Total:
$82,706.04

If you have any questions, please feel free to contact me.

Crystal Serna
crystal.serna@volkert.com
281.466.2813

CC: Beau Benson
beau.benson@volkert.com
318.372.0012

Volkert, Inc.
5775 N. Sam Houston Parkway W.
Suite 140
Houston, TX 77086
281.466.2813
Volkert.com

Progress Report No. 6

October 2025

PROJ: Robichaux Road Waller Co PCT 1

COUNTY: Waller

Waller County Project Manager:

J. Ross McCall, P.E.

Volkert Project Manager:

Beau Benson, P.E.

Professional Services from September 20, 2025 – October 17, 2025

Summary Description of Scope of Services

The proposed improvements include the widening and reconstruction for 2.5 miles from 2 – 10' lanes to 2 – 11' lanes and a 2' shoulder of Asphalt on Robichaux Road from CR1458 to Garrett Road.

Project Financial Status

Overall % Spent-42.16%

Brief Schedule Update:

- Submit PER report/Roll plot –
  - To GEC 10/31/25
    - Tentative date for county meeting for PER 11/14/25
- Internal - 70% submittal for QAQC - 1/14/26
- 95% submittal 3/27/26
- 100% submittal – 5/15/26

Progress Report Discussion and Work Performed:

Activities leading to these deliverables for this progress report include:

- Preliminary Roadway/TCP design and Cost analysis
  - Rehabilitation vs Reconstruction alternatives
- Internal Survey QAQC
- PER report (due 10/31 to GEC)
- GEC coordination and meetings

Potential Issues:

None

Anticipated work for the following month:

- Finalizing all aspects of PER report and beginning final design working towards 70% internal submittal 1/14/26

Julie Adams

From: Katlyn Dezarn <kdezarn@lja.com>
Sent: Monday, November 10, 2025 5:38 PM
To: Ross McCall; Luke Fortkamp
Cc: Julie Adams; John Tyler
Subject: 2023 Mobility Bond Invoice | 23104 Robichaux Rd.
Attachments: 20251103-Invoice #00610005-6-Volkert-Robichaux Rd-23104.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Ross and Luke!

Attached is another invoice! Here is a summary:

Project #: 23104
Project Name: Robichaux Rd.
Consultant: Volkert
Percent spent so far: 42%
Design Schedule Changes: N/A

Invoice Date	Invoice #	Invoice $
11.03.25	00610005-6	$82,706.04

Thank you so much!

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

LJA TRANSPORTATION Top Workplaces USA | 2023

Katlyn Dezarn, PE | Project Engineer
Transportation
O: 713.953.5200 | D: 346.241.1740 | C: 951.520.3950
3600 W Sam Houston Pkwy S Ste 600, Houston, TX 77042
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Commissioner's Court Date: 12-10-25

It is ORDERED by this Court motion by Commissioner Beckendorff, duly seconded by Commissioner Jones that the following Accounts Payable be and the same are hereby **RATIFIED** with warrants to be issued accordingly, with all members present voting in favor and 0 members present voting opposed.

Attest:

Debbie Hollan, County Clerk Date: December 10, 2025

Approved:

Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge

Payment Register

Waller County, TX

APPKT07347 - RATIFIED COMM CRT 12-10-25
01 - Vendor Set 01

Bank: APBNK - APBNK

Vendor Number	Vendor Name	Total Vendor Amount
20044	BS MEDICAL CORRECTIONAL SERVICES, PLLC	13,416.67

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	13,416.67

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
129	125/28915/INMATE CARE/NOVEMBER 2025/SO/PO 5195	11/01/2025	11/24/2025	0.00	13,416.67

Vendor Number	Vendor Name	Total Vendor Amount
13202	CARDENAS, ROBERT	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Vendor Number	Vendor Name	Total Vendor Amount
01113	CARRINGTON, PATRICE	5,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY CCAL / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,000.00

Vendor Number	Vendor Name	Total Vendor Amount
14362	CONNETT, RUTH	1,375.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	1,375.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
DECEMBER 2025	KARISCH BUILDING RENT / DECEMBER 2025	11/19/2025	11/19/2025	0.00	1,375.00

Vendor Number	Vendor Name	Total Vendor Amount
17515	CONRAD DAY PLLC	5,416.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,416.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY CCAL # 2 / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,416.00

Vendor Number	Vendor Name	Total Vendor Amount
14604	COUFAL, ZACHARY PAUL	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Vendor Number	Vendor Name	Total Vendor Amount
14550	ERNEST BARRIENTOS, P.C.	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Vendor Number	Vendor Name	Total Vendor Amount
01947	FLEETWOOD, TRAVIS W.	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Vendor Number	Vendor Name	Total Vendor Amount
03307	GOODE, ROLFE W.	5,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY CCAL / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,000.00

Vendor Number	Vendor Name	Total Vendor Amount
21690	JOANA ANAYA	5,416.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,416.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY CCAL # 2 / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,416.00

Vendor Number	Vendor Name	Total Vendor Amount
21688	LAW OFFICE OF PAUL MORRISON	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Vendor Number	Vendor Name	Total Vendor Amount
21689	LAW OFFICE OF STEFANIE M. GONZALEZ, PLLC	5,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY CCAL / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,000.00

Vendor Number	Vendor Name	Total Vendor Amount
18456	MATA, JOSE	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Vendor Number	Vendor Name	Total Vendor Amount
19648	MATLAK, MICHAEL	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY / 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Vendor Number	Vendor Name	Total Vendor Amount
14075	PARHAM, RUBY J.	5,833.33

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,833.33

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY 506TH / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,833.33

Payment Register **APPKT07347 - RATIFIED COMM 5**

Vendor Number	Vendor Name	Total Vendor Amount
06367	RICHARDSON, LEE VAN	5,416.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,416.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY CCAL # 2 / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,416.00

Vendor Number	Vendor Name	Total Vendor Amount
20697	THE LAW OFFICE OF ALISA HARRIS, PLLC	5,000.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,000.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY / CCAL / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,000.00

Vendor Number	Vendor Name	Total Vendor Amount
18959	THE LAW OFFICE OF BENJAMIN D.BECKWORTH, PLLC	5,416.00

Payment Type	Payment Number	Payment Date	Payment Amount
Check		11/24/2025	5,416.00

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
OCTOBER 2025	CONTRACT ATTY / CCAL# 2 / OCTOBER 2025	11/19/2025	11/19/2025	0.00	5,416.00

Payment Summary

Bank Code	Type		Payable Count	Payment Count	Discount	Payment
APBNK	Check		18	18	0.00	103,122.31
		Packet Totals:	**18**	**18**	**0.00**	**103,122.31**

Cash Fund Summary

Fund	Name		Amount
998	POOLED CASH		-103,122.31
		Packet Totals:	**-103,122.31**

Waller County, TX

Expense Approval Register

APPKT07352 - RATIFIED COMM CRT 12-10-25 -1

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 110 - ROAD & BRIDGE					
DIRECT ENERGY BUSINESS LL	116 013 166 689	11/25/2025	110/28971/ACCT# 21 559 20	110-524-542600	97.45
SAN BERNARD ELECTRIC CO-	110825	11/25/2025	110/28974/ACCT#157708/R	110-524-542600	1,874.12
SAN BERNARD ELECTRIC CO-	110825-3	11/25/2025	110/28977/ACCT#2301403/	110-524-542600	220.44
SAN BERNARD ELECTRIC CO-	110825-4	11/25/2025	110/28978/ACCT#2984100/	110-524-542600	344.64
				Fund 110 - ROAD & BRIDGE Total:	**2,536.65**
Fund: 125 - GENERAL FUND					
DIRECT ENERGY BUSINESS LL	116 013 166 686	11/25/2025	125/28969/ACCT# 21 559 13	125-411-542600	145.46
DIRECT ENERGY BUSINESS LL	116 013 166 687	11/25/2025	125/28972/ACCT#21 559 17	125-411-542600	481.13
DIRECT ENERGY BUSINESS LL	116 013 166 688	11/25/2025	125/28970/ACCT#21 559 20	125-411-542600	20.00
DIRECT ENERGY BUSINESS LL	116 013 166 690	11/25/2025	125/29009/ACCT# 21 559 20	125-411-542600	1,794.15
SAN BERNARD ELECTRIC CO-	110825-1	11/25/2025	125/28975/ACCT#722102/JP	125-411-542600	472.04
SAN BERNARD ELECTRIC CO-	110825-2	11/25/2025	125/28976/ACCT#1578201/J	125-411-542600	418.92
SAN BERNARD ELECTRIC CO-	110825-5	11/25/2025	125/28979/ACCT#4205700/	125-411-542600	280.74
SAN BERNARD ELECTRIC CO-	110825-6	11/25/2025	125/28980/ACCT#4205800/	125-411-542600	265.55
SAN BERNARD ELECTRIC CO-	110825-7	11/25/2025	125/28981/ACCT#5153400/	125-411-542600	562.76
SAN BERNARD ELECTRIC CO-	110825-8	11/25/2025	125/28982/ACCT#4559000/J	125-411-542600	15,156.44
DANA SAFETY SUPPLY, INC	973641-A	11/25/2025	125/25807/CUST#WALLERC	125-514-581400	11,613.41
				Fund 125 - GENERAL FUND Total:	**31,210.60**
				Grand Total:	**33,747.25**

Fund Summary

Fund	Expense Amount
110 - ROAD & BRIDGE	2,536.65
125 - GENERAL FUND	31,210.60
Grand Total:	**33,747.25**

Account Summary

Account Number	Account Name	Expense Amount
110-524-542600	Utilities	2,536.65
125-411-542600	Utilities	19,597.19
125-514-581400	Vehicle	11,613.41
	Grand Total:	**33,747.25**

Project Account Summary

Project Account Key	Expense Amount
None	33,747.25
Grand Total:	**33,747.25**

Check Register

Waller County, TX

Packet: APPKT07378 - RATIFIED COMM CRT 12-10-25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
22503	CITY OF HOUSTON, TEXAS	12/09/2025	Regular	0.00	1,974,000.00	1153843

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**
2025	Invoice	12/09/2025	125/28873/HAS AGREEMENT	0.00	1,974,000.00
125-600-571500	Land Acquisition		125/28873/HAS AGREEME		1,974,000.00

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,974,000.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**1,974,000.00**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	12/2025	1,974,000.00
			1,974,000.00

Check Register

Waller County, TX

Packet: APPKT07376 - RATIFIED COMM CRT 12-10-2025 GLO 24-065-016-E173

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
14666	GRANTWORKS	12/09/2025	Regular	0.00	3,339.54	1153841

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
E173-005	Invoice	11/13/2025	246/28694/AGREEMENT# 24-065-016-E1	0.00	3,339.54
246-552-560215	Administration		246/28694/AGREEMENT#		3,339.54

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
13221	LJA ENGINEERING, INC.	12/09/2025	Regular	0.00	118,987.50	1153842

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
202528446	Invoice	07/11/2025	246/28695/PROJECT#5121-2401/GLO# 24	0.00	28,125.00
246-552-582806	Engineering		246/28695/PROJECT#5121		28,125.00
202532583	Invoice	08/01/2025	246/28696/PROJECT#5121-2401/GLO# 24	0.00	17,250.00
246-552-582806	Engineering		246/28696/PROJECT#5121		17,250.00
202538620	Invoice	09/24/2025	246/28698/PROJECT#5121-2401/GLO# 24	0.00	51,600.00
246-552-582806	Engineering		246/28698/PROJECT#5121		51,600.00
202544674	Invoice	10/01/2025	246/28697/PROJECT#5121-2401/GLO# 24	0.00	22,012.50
246-552-582806	Engineering		246/28697/PROJECT#5121		22,012.50

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	2	0.00	122,327.04
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	**2**	**0.00**	**122,327.04**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	12/2025	122,327.04
			122,327.04

Commissioner's Court Date: 12/10/2025

It is ORDERED by this Court motion by Commissioner Beckendorff, duly seconded by Commissioner Jones that the following Accounts Payable be and the same are hereby **APPROVED** with warrants to be issued accordingly, with all members present voting in favor and 0 members present voting opposed.

Attest:

Debbie Hollan, County Clerk Date: December 10, 2025

Approved:

Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge

Check Register

Waller County, TX

Packet: APPKT07375 - COMM CRT - 12/10/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
16958	1488 AUTO INC.	12/10/2025	Regular	0.00	228.00	1153609
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
330	Invoice	10/30/2025	125/29141/BRAKES/UNIT #216/LAW ENF/	0.00	228.00	
125-518-536400		Parts and Repairs		125/29141/BRAKES/UNIT	228.00	
20630	5M LEGACY PROPERTIES LLC	12/10/2025	Regular	0.00	3,575.00	1153610
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
DECEMBER 2025	Invoice	11/18/2025	125/29084/MONTHLY LEASE/DECEMBER	0.00	3,575.00	
125-416-581900		Building Rental		125/29084/MONTHLY LEA	3,575.00	
12578	A T & T	12/10/2025	Regular	0.00	44.48	1153611
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
111925	Invoice	11/19/2025	125/29399/ACCT #979 921-0516 337 4/S	0.00	44.48	
125-411-542501		Telephone/Equip & Svc		125/29399/ACCT #979 921	44.48	
16657	A T & T MOBILITY LLC	12/10/2025	Regular	0.00	713.54	1153612
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
287299069213X1	Invoice	11/19/2025	125/29400/ACCT #287299069213/COUN	0.00	713.54	
125-411-542505		County Cell Phone		125/29400/ACCT #287299	713.54	
16657	A T & T MOBILITY LLC	12/10/2025	Regular	0.00	3,155.28	1153613
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
WAO102025	Invoice	11/04/2025	125/29157/ACCT #500552137/SO/PO 523	0.00	3,155.28	
125-516-581816		Air Card/Wireless		125/29157/ACCT #500552	3,155.28	
16657	A T & T MOBILITY LLC	12/10/2025	Regular	0.00	387.92	1153614
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
287299693800X1	Invoice	11/19/2025	125/29398/ACCT #287299693800/COUN	0.00	387.92	
125-411-542505		County Cell Phone		125/29398/ACCT #287299	387.92	
16657	A T & T MOBILITY LLC	12/10/2025	Regular	0.00	169.53	1153615
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
28729201196X11	Invoice	11/19/2025	125/29401/ACCT #287292019196/ANIMA	0.00	169.53	
125-515-583510		Air Card/Time		125/29401/ACCT #287292	169.53	
16657	A T & T MOBILITY LLC	12/10/2025	Regular	0.00	2,823.25	1153616
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
287296578005X1	Invoice	11/19/2025	125/29282/ACCT #287296578005/COUN	0.00	2,823.25	
125-411-542505		County Cell Phone		125/29282/ACCT #287296	2,823.25	
01045	ACTION RENTAL	12/10/2025	Regular	0.00	51.96	1153617
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
151118	Invoice	11/10/2025	110/28882/INV #151118/R&B/PO 52092	0.00	51.96	
110-530-568455		Fleet Operations		110/28882/INV #151118/	51.96	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20456	AGEINT SECURITY	12/10/2025	Regular	0.00	130.00	1153618

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
56230	Invoice	10/31/2025	125/28692/INV #56230/RECYCLE/PO 522	0.00	65.00
57491	Invoice	11/30/2025	125/29238/INV #57491/RECYCLE/PO 524	0.00	65.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-527-568426	Office Security	125/28692/INV #56230/R		65.00
125-527-568426	Office Security	125/29238/INV #57491/R		65.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12614	ALL TEX WELDING SUPPLY INC.	12/10/2025	Regular	0.00	100.37	1153619

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
R 11250946	Invoice	11/30/2025	110/29438/CUST #4140/R&B/PO 52487	0.00	100.37

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-568455	Fleet Operations	110/29438/CUST #4140/R		100.37

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14892	ALPHAGRAPHICS B/CS	12/10/2025	Regular	0.00	227.25	1153620

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
71164	Invoice	11/19/2025	125/29080/INV #71164/DA/PO 52076	0.00	227.25

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-416-568400	Miscellaneous	125/29080/INV #71164/D		227.25

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11652	ALSCO	12/10/2025	Regular	0.00	158.87	1153621

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
LCEN1472718	Invoice	10/15/2025	110/29465/CUST #0326860/R&B/PO 525	0.00	78.99
LCEN1484203	Invoice	11/19/2025	110/28863/CUST #0326860/R&B/PO 521	0.00	79.88

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-568455	Fleet Operations	110/29465/CUST #032686		78.99
110-530-547522	Health, Safety & Hazard	110/28863/CUST #032686		79.88

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20583	ALSCO, INC.	12/10/2025	Regular	0.00	314.84	1153622

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
IHOU857565	Invoice	12/02/2025	110/29466/CUST #0095629/R&B/PO 525	0.00	314.84

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-547522	Health, Safety & Hazard	110/29466/CUST #009562		314.84

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20334	AMAZON CAPITAL SERVICES	12/10/2025	Regular	0.00	920.79	1153623

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
1767-6R7N-9HK	Invoice	11/12/2025	125/29048/ACCT #A42VKFZNJQOH6/AUD	0.00	436.03
1QGN-VC77-H3P	Invoice	11/17/2025	125/29086/ACCT #ALLYEEZF7YWDP/BUIL	0.00	19.98
1WDY-N7LN-7XN	Invoice	11/25/2025	125/29212/ACCT #A42VKFZNJQOH6/AUD	0.00	464.78

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-435-530200	Supplies and Stationary	125/29048/ACCT #A42VKF		436.03
125-442-544700	Repair & Replacement	125/29086/ACCT #ALLYEEZ		19.98
125-435-530200	Supplies and Stationary	125/29212/ACCT #A42VKF		464.78

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19819	AMERICAN FIRE SYSTEMS, INC	12/10/2025	Regular	0.00	960.00	1153624

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
C33536	Invoice	11/01/2025	125/28818/QTR ALARM AT SO/BUILD MAI	0.00	160.00
C33546	Invoice	11/01/2025	125/28817/QTR ALARM AT JAIL/BUILD M	0.00	160.00
C33557	Invoice	11/01/2025	125/28815/QTR ALARM AT 506TH/BUILD	0.00	160.00
C33559	Invoice	11/01/2025	125/28816/QTR ALARM AT ANNEX/BUILD	0.00	160.00
C33897	Invoice	11/01/2025	125/28814/QTR ALARM AT COMM/BUILD	0.00	160.00
C33918	Invoice	11/01/2025	125/28813/QTR ALARM AT JP #4/BUILD	0.00	160.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-545400	Contract Labor	125/28818/QTR ALARM AT		160.00
125-442-545400	Contract Labor	125/28817/QTR ALARM AT		160.00
125-442-545400	Contract Labor	125/28815/QTR ALARM AT		160.00
125-442-545400	Contract Labor	125/28816/QTR ALARM AT		160.00
125-442-545400	Contract Labor	125/28814/QTR ALARM AT		160.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-442-545400	Contract Labor		125/28813/QTR ALARM AT		160.00	
T.14590	AMERICAN PATRIOT INDUSTRIES, IN	12/10/2025	Regular	0.00	5,255.80	1153625
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
27057	Invoice	10/09/2025	125/28088/INV #27057/BUILD MAINT/PO	0.00	2,415.83	
125-442-530100	Supplies		125/28088/INV #27057/B		2,415.83	
27073	Invoice	10/20/2025	125/28669/INV #27073/BUILD MAINT/PO	0.00	2,266.97	
125-442-530100	Supplies		125/28669/INV #27073/B		2,266.97	
27080	Invoice	10/30/2025	125/28668/INV #27080/BUILD MAINT/PO	0.00	573.00	
125-442-530100	Supplies		125/28668/INV #27080/B		573.00	
T.8502	APPEL FORD MERCURY	12/10/2025	Regular	0.00	234.52	1153626
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
11141	Invoice	11/06/2025	110/28883/CUST #1303/R&B/PO 52093	0.00	234.52	
110-530-568455	Fleet Operations		110/28883/CUST #1303/R		234.52	
17694	ARROWHEAD SCIENTIFIC INC.	12/10/2025	Regular	0.00	260.94	1153627
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
186950	Invoice	11/14/2025	125/29099/INV #186950/SO/PO 52141	0.00	260.94	
125-516-563351	Crime Scene & Evidence		125/29099/INV #186950/S		260.94	
17661	ATRON SOLUTIONS, LLC	12/10/2025	Regular	0.00	15,642.35	1153628
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
55672	Invoice	11/15/2025	125/28994/CUST #2481/COURTHOUSE D	0.00	15,642.35	
125-411-542502	Internet Service		125/28994/CUST #2481/C		15,642.35	
15264	BARRY FLEET SERVICES	12/10/2025	Regular	0.00	120.00	1153629
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
58444	Invoice	11/10/2025	110/28913/INSPECTION/VIN #5256/R&B/	0.00	40.00	
110-530-568455	Fleet Operations		110/28913/INSPECTION/V		40.00	
58445	Invoice	11/18/2025	110/28911/INSPECTION/VIN #9960/R&B/	0.00	40.00	
110-530-568455	Fleet Operations		110/28911/INSPECTION/V		40.00	
58446	Invoice	11/18/2025	110/28912/INSPECTION/VIN #5255/R&B/	0.00	40.00	
110-530-568455	Fleet Operations		110/28912/INSPECTION/V		40.00	
12563	BENFORD, TAMARA	12/10/2025	Regular	0.00	81.20	1153630
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
110725	Invoice	11/07/2025	125/28822/REIMB MILEAGE/NOVEMBER	0.00	81.20	
125-434-532000	Election Expense - County		125/28822/REIMB MILEAG		81.20	
22353	B-GREENER INDUSTRIAL CLEANERS,	12/10/2025	Regular	0.00	14,573.77	1153631
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
1051	Invoice	11/17/2025	110/29074/INV #1051/R&B/PO 51576	0.00	2,903.47	
110-530-568455	Fleet Operations		110/29074/INV #1051/R&		2,903.47	
1052	Invoice	11/17/2025	110/29075/INV #1052/R&B/PO 51576	0.00	11,670.30	
110-530-568455	Fleet Operations		110/29075/INV #1052/R&		11,670.30	
13199	BILL'S TIRE COMPANY	12/10/2025	Regular	0.00	3,057.79	1153632
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
31104	Invoice	10/08/2025	125/28927/OIL CHANGE/UNIT #162/LAW	0.00	95.95	
125-518-536400	Parts and Repairs		125/28927/OIL CHANGE/U		95.95	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
31213	Invoice	10/20/2025	125/28939/OIL CHANGE/UNIT #224/LAW	0.00	92.95	
125-518-536400	Parts and Repairs		125/28939/OIL CHANGE/U		92.95	
31231	Invoice	10/23/2025	125/28940/OIL CHANGE/UNIT #C205/LA	0.00	96.95	
125-518-536400	Parts and Repairs		125/28940/OIL CHANGE/U		96.95	
31292	Invoice	10/30/2025	125/28954/OIL CHANGE/UNIT #DA1361/L	0.00	64.45	
125-518-536400	Parts and Repairs		125/28954/OIL CHANGE/U		64.45	
31297	Invoice	10/30/2025	125/28955/OIL CHANGE/UNIT #216/LAW	0.00	92.95	
125-518-536400	Parts and Repairs		125/28955/OIL CHANGE/U		92.95	
31348	Invoice	11/04/2025	125/28956/OIL CHANGE/UNIT #152/LAW	0.00	132.95	
125-518-536400	Parts and Repairs		125/28956/OIL CHANGE/U		132.95	
31375	Invoice	11/07/2025	125/29125/OIL CHANGE/UNIT #164/LAW	0.00	122.95	
125-518-536400	Parts and Repairs		125/29125/OIL CHANGE/U		122.95	
31376	Invoice	11/07/2025	125/29124/OIL CHANGE/UNIT #278/LAW	0.00	99.95	
125-518-536400	Parts and Repairs		125/29124/OIL CHANGE/U		99.95	
31389	Invoice	11/10/2025	125/29126/OIL CHANGE/UNIT #168/LAW	0.00	92.95	
125-518-536400	Parts and Repairs		125/29126/OIL CHANGE/U		92.95	
31402	Invoice	11/11/2025	125/29273/OIL CHANGE/UNIT #134/LAW	0.00	85.95	
125-518-536400	Parts and Repairs		125/29273/OIL CHANGE/U		85.95	
31412	Invoice	11/11/2025	125/29272/OIL CHANGE/UNIT #123/LAW	0.00	86.95	
125-518-536400	Parts and Repairs		125/29272/OIL CHANGE/U		86.95	
31453	Invoice	11/17/2025	125/29269/OIL CHANGE/UNIT #135/LAW	0.00	86.95	
125-518-536400	Parts and Repairs		125/29269/OIL CHANGE/U		86.95	
31470	Invoice	11/19/2025	125/29270/OIL CHANGE/UNIT #C201/LA	0.00	80.95	
125-518-536400	Parts and Repairs		125/29270/OIL CHANGE/U		80.95	
31473	Invoice	11/19/2025	125/29271/OIL CHANGE/UNIT #C212/LA	0.00	86.95	
125-518-536400	Parts and Repairs		125/29271/OIL CHANGE/U		86.95	
75674	Invoice	10/13/2025	125/28928/FLAT REPAIR/UNIT #181/LAW	0.00	19.50	
125-518-536400	Parts and Repairs		125/28928/FLAT REPAIR/U		19.50	
75677	Invoice	10/13/2025	125/28929/FLAT REPAIR/UNIT #1000/LA	0.00	19.50	
125-518-536400	Parts and Repairs		125/28929/FLAT REPAIR/U		19.50	
75702	Invoice	10/14/2025	125/28930/FLAT REPAIR/UNIT #FM007/L	0.00	19.50	
125-518-536400	Parts and Repairs		125/28930/FLAT REPAIR/U		19.50	
75740	Invoice	10/16/2025	125/28931/TIRE MOUNT/UNIT #208/LAW	0.00	34.00	
125-518-536400	Parts and Repairs		125/28931/TIRE MOUNT/		34.00	
75742	Invoice	10/16/2025	125/28932/TIRE MOUNT/UNIT #159/LAW	0.00	24.00	
125-518-536400	Parts and Repairs		125/28932/TIRE MOUNT/		24.00	
75752	Invoice	10/16/2025	125/28933/TIRE MOUNT/UNIT #165/LAW	0.00	34.00	
125-518-536400	Parts and Repairs		125/28933/TIRE MOUNT/		34.00	
75775	Invoice	10/17/2025	125/28935/FLAT REPAIR/UNIT #322/LAW	0.00	19.50	
125-518-536400	Parts and Repairs		125/28935/FLAT REPAIR/U		19.50	
75776	Invoice	10/17/2025	125/28934/TIRE MOUNT/UNIT #165/LAW	0.00	34.00	
125-518-536400	Parts and Repairs		125/28934/TIRE MOUNT/		34.00	
75794	Invoice	10/20/2025	125/28938/TIRE MOUNT/UNIT #184/LAW	0.00	87.00	
125-518-536400	Parts and Repairs		125/28938/TIRE MOUNT/		87.00	
75796	Invoice	10/20/2025	125/28936/ROTATE TIRES/UNIT #224/LA	0.00	25.00	
125-518-536400	Parts and Repairs		125/28936/ROTATE TIRES/		25.00	
75800	Invoice	10/20/2025	125/28937/FLAT REPAIR/UNIT #317/LAW	0.00	19.50	
125-518-536400	Parts and Repairs		125/28937/FLAT REPAIR/U		19.50	
75840	Invoice	10/22/2025	125/28941/TIRE MOUNT/UNIT #FM0004/	0.00	68.00	
125-518-536400	Parts and Repairs		125/28941/TIRE MOUNT/		68.00	
75844	Invoice	10/22/2025	125/28942/TIRE MOUNT/UNIT #162/LAW	0.00	34.00	
125-518-536400	Parts and Repairs		125/28942/TIRE MOUNT/		34.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
75848	Invoice	10/23/2025	125/28943/TIRE MOUNT/UNIT #148/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/28943/TIRE MOUNT/		43.50	
75860	Invoice	10/23/2025	125/28944/TIRE MOUNT/UNIT #160/LAW	0.00	87.00	
125-518-536400	Parts and Repairs		125/28944/TIRE MOUNT/		87.00	
75887	Invoice	10/24/2025	125/28945/TIRE MOUNT/UNIT #166/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/28945/TIRE MOUNT/		43.50	
75905	Invoice	10/27/2025	125/28946/TIRE MOUNT/UNIT #215/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/28946/TIRE MOUNT/		43.50	
75929	Invoice	10/28/2025	125/28947/TIRE MOUNT/UNIT #104/LAW	0.00	87.00	
125-518-536400	Parts and Repairs		125/28947/TIRE MOUNT/		87.00	
75960	Invoice	10/29/2025	125/28948/TIRE MOUNT/UNIT #163/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/28948/TIRE MOUNT/		43.50	
75962	Invoice	10/29/2025	125/28949/TIRE MOUNT/UNIT #206/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/28949/TIRE MOUNT/		43.50	
75966	Invoice	10/29/2025	125/28950/FLAT REPAIR/UNIT #155/LAW	0.00	19.50	
125-518-536400	Parts and Repairs		125/28950/FLAT REPAIR/U		19.50	
76022	Invoice	11/03/2025	125/28953/TIRE MOUNT/UNIT #124/LAW	0.00	103.99	
125-518-536400	Parts and Repairs		125/28953/TIRE MOUNT/		103.99	
76086	Invoice	11/06/2025	125/28951/ROTATE TIRES/UNIT #156/LA	0.00	25.00	
125-518-536400	Parts and Repairs		125/28951/ROTATE TIRES/		25.00	
76100	Invoice	11/06/2025	125/28952/TIRE MOUNT/UNIT #112/LAW	0.00	34.00	
125-518-536400	Parts and Repairs		125/28952/TIRE MOUNT/		34.00	
76118	Invoice	11/07/2025	125/29122/ROTATE TIRES/UNIT #166/LA	0.00	25.00	
125-518-536400	Parts and Repairs		125/29122/ROTATE TIRES/		25.00	
76121	Invoice	11/07/2025	125/29123/ROTATE TIRES/UNIT #278/LA	0.00	20.00	
125-518-536400	Parts and Repairs		125/29123/ROTATE TIRES/		20.00	
76136	Invoice	11/10/2025	125/29121/TIRE MOUNT/UNIT #168/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/29121/TIRE MOUNT/		43.50	
76160	Invoice	11/11/2025	125/29265/ROTATE TIRES/UNIT #134/LA	0.00	45.00	
125-518-536400	Parts and Repairs		125/29265/ROTATE TIRES/		45.00	
76164	Invoice	11/11/2025	125/29264/TIRE MOUNT/UNIT #215/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/29264/TIRE MOUNT/		43.50	
76187	Invoice	11/12/2025	125/29266/TIRE MOUNT/UNIT #202/LAW	0.00	87.00	
125-518-536400	Parts and Repairs		125/29266/TIRE MOUNT/		87.00	
76205	Invoice	11/13/2025	125/29267/FLAT REPAIR/UNIT #291/LAW	0.00	19.50	
125-518-536400	Parts and Repairs		125/29267/FLAT REPAIR/U		19.50	
76223	Invoice	11/14/2025	125/29268/TIRE MOUNT/UNIT #206/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/29268/TIRE MOUNT/		43.50	
76246	Invoice	11/17/2025	125/29259/TIRE MOUNT/UNIT #170/LAW	0.00	87.00	
125-518-536400	Parts and Repairs		125/29259/TIRE MOUNT/		87.00	
76251	Invoice	11/17/2025	125/29260/TIRE MOUNT/UNIT #136/LAW	0.00	43.50	
125-518-536400	Parts and Repairs		125/29260/TIRE MOUNT/		43.50	
76289	Invoice	11/19/2025	125/29261/TIRE MOUNT/UNIT #313/LAW	0.00	174.00	
125-518-536400	Parts and Repairs		125/29261/TIRE MOUNT/		174.00	
76292	Invoice	11/19/2025	125/29262/ROTATE TIRES/UNIT #C201/LA	0.00	25.00	
125-518-536400	Parts and Repairs		125/29262/ROTATE TIRES/		25.00	
76295	Invoice	11/19/2025	125/29263/ROTATE TIRES/UNIT #137/LA	0.00	45.00	
125-518-536400	Parts and Repairs		125/29263/ROTATE TIRES/		45.00	
76329	Invoice	11/21/2025	125/29258/ROTATE TIRES/UNIT #224/LA	0.00	25.00	
125-518-536400	Parts and Repairs		125/29258/ROTATE TIRES/		25.00	
	Void	12/10/2025	Regular	0.00	0.00	1153633
	Void	12/10/2025	Regular	0.00	0.00	1153634

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22415	BORJIAN, SOHEYL	12/10/2025	Regular	0.00	1,950.00	1153635

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
110625	Invoice	11/06/2025	125/28805/CIVIL BOND/CASE #CV25-09-0	0.00	1,950.00
125-210-112923	Collection For Others D C		125/28805/CIVIL BOND/C	1,950.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21280	BRADY INDUSTRIES OF TEXAS LLC	12/10/2025	Regular	0.00	8,270.85	1153636

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
10560867	Invoice	08/30/2025	125/28675/CUST #387529/BUILD MAINT/	0.00	198.70
125-442-530100	Supplies		125/28675/CUST #387529	198.70	
10623646	Invoice	09/16/2025	125/28674/CUST #387529/BUILD MAINT/	0.00	1,062.91
125-442-530100	Supplies		125/28674/CUST #387529	1,062.91	
10793694	Invoice	10/23/2025	125/28339/CUST #387529/BUILD MAINT/	0.00	5,426.36
125-442-530100	Supplies		125/28339/CUST #387529	5,426.36	
10835168	Invoice	10/31/2025	125/28676/CUST #387529/BUILD MAINT/	0.00	1,582.88
125-442-530100	Supplies		125/28676/CUST #387529	1,582.88	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01340	BROOKSHIRE M.W.D.	12/10/2025	Regular	0.00	285.85	1153637

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
112325	Invoice	11/23/2025	125/29280/ACCT #01-4350-00/LIB/10.16	0.00	49.75
125-411-542600	Utilities		125/29280/ACCT #01-435	49.75	
112325-1	Invoice	11/23/2025	125/29404/ACCT #01-4340-00/LIB/10.16	0.00	129.78
125-411-542600	Utilities		125/29404/ACCT #01-434	129.78	
112325-2	Invoice	11/23/2025	110/29405/ACCT #02-4600-00/R&B/10.1	0.00	106.32
110-524-542600	Utilities		110/29405/ACCT #02-460	106.32	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22261	BROWN, KARLIE	12/10/2025	Regular	0.00	635.00	1153638

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
WC-102	Invoice	12/01/2025	125/29414/COURT REPORTER/12.01.25/5	0.00	635.00
125-422-543802	Visiting Court Reporters		125/29414/COURT REPOR	635.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20044	BS MEDICAL CORRECTIONAL SERVIC	12/10/2025	Regular	0.00	13,416.67	1153639

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
130	Invoice	12/01/2025	125/29442/INMATE CARE DECEMBER/SO	0.00	13,416.67
125-505-542254	Correctional Behavior He		125/29442/INMATE CARE	13,416.67	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01779	C & G WHOLESALE	12/10/2025	Regular	0.00	2,038.37	1153640

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
23430	Invoice	10/13/2025	125/28920/CUST #W79334/SO/PO 52133	0.00	141.96
125-516-563900	Uniforms		125/28920/CUST #W7933	141.96	
23431	Invoice	10/13/2025	125/28921/CUST #W79334/SO/PO 51430	0.00	258.91
125-516-563900	Uniforms		125/28921/CUST #W7933	258.91	
23432	Invoice	10/13/2025	125/28922/CUST #W79334/SO/PO 51553	0.00	109.98
125-516-563900	Uniforms		125/28922/CUST #W7933	109.98	
23439	Invoice	10/17/2025	125/28923/CUST #W79334/SO/PO 51551	0.00	179.94
125-516-563900	Uniforms		125/28923/CUST #W7933	179.94	
23440	Invoice	10/17/2025	125/28924/CUST #W79334/SO/PO 52135	0.00	33.98
125-516-563900	Uniforms		125/28924/CUST #W7933	33.98	
23442	Invoice	10/28/2025	125/28925/CUST #W79334/SO/PO 52134	0.00	312.92
125-516-563900	Uniforms		125/28925/CUST #W7933	312.92	
23443	Invoice	10/29/2025	125/28926/CUST #W79334/SO/PO 51868	0.00	109.98
125-516-563900	Uniforms		125/28926/CUST #W7933	109.98	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
23455	Invoice	11/06/2025	125/29185/CUST #W79334/SO/PO 52409	0.00	20.00	
125-516-563900	Uniforms		125/29185/CUST #W7933		20.00	
23463	Invoice	11/18/2025	125/29159/CUST #W79334/SO/PO 51663	0.00	59.99	
125-516-563900	Uniforms		125/29159/CUST #W7933		59.99	
23464	Invoice	11/18/2025	125/29160/CUST #W79334/SO/PO 51662	0.00	289.90	
125-516-563900	Uniforms		125/29160/CUST #W7933		289.90	
23465	Invoice	11/18/2025	125/29161/CUST #W79334/SO/PO 51868	0.00	171.94	
125-516-563900	Uniforms		125/29161/CUST #W7933		171.94	
23466	Invoice	11/18/2025	125/29162/CUST #W79334/SO/PO 51544	0.00	233.91	
125-516-563900	Uniforms		125/29162/CUST #W7933		233.91	
23473	Invoice	11/21/2025	125/29274/CUST #W79334/SO/PO 52456	0.00	114.96	
125-516-563900	Uniforms		125/29274/CUST #W7933		114.96	
16638	CANON FINANCIAL SERVICES. INC	12/10/2025	Regular	0.00	990.30	1153641
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
41954335	Invoice	10/12/2025	125/28225/CONTRACT #DIR-CPO-4437/C	0.00	461.91	
125-403-581813	Copier/Printer		125/28225/CONTRACT #DI		461.91	
42131108	Invoice	11/11/2025	125/29011/CONTRACT #DIR-CPO-4437/C	0.00	528.39	
125-403-581813	Copier/Printer		125/29011/CONTRACT #DI		528.39	
17969	CAPITAL ONE, N.A.	12/10/2025	Regular	0.00	569.76	1153642
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
03228-1	Invoice	10/23/2025	125/29278/ACCT #621483/DPS/PO 51903	0.00	59.69	
125-521-530100	Supplies		125/29278/ACCT #621483		59.69	
04670	Invoice	10/27/2025	125/29278/ACCT #621483/JUV PROB/PO	0.00	382.26	
125-507-563800	Groceries		125/29278/ACCT #621483		382.26	
04672	Invoice	10/27/2025	125/29278/ACCT #621483/JUV PROB/PO	0.00	127.81	
125-507-564300	Disinfectant and Soap		125/29278/ACCT #621483		127.81	
13250	CARBIDE TOOLING INDUSTRIAL SUP	12/10/2025	Regular	0.00	5,535.71	1153643
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
226079	Invoice	11/24/2025	125/29279/CUST #WCR/RECYCLE/PO 525	0.00	5,535.71	
125-527-581700	Equipment		125/29279/CUST #WCR/R		5,535.71	
01782	CASA FOR KIDS	12/10/2025	Regular	0.00	180.00	1153644
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
102725	Invoice	10/27/2025	125/28888/JUROR DONATIONS/10.27.25/	0.00	80.00	
125-414-566500	Petit Jurors		125/28888/JUROR DONATI		80.00	
111725	Invoice	11/17/2025	125/29056/JUROR DONATIONS/11.17.25/	0.00	100.00	
125-415-566500	Petit Jurors		125/29056/JUROR DONATI		100.00	
15724	CHANEY, CAROL	12/10/2025	Regular	0.00	955.80	1153645
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
100925-1	Invoice	10/09/2025	125/29178/REIM FURNITURE, RUG, COAT	0.00	955.80	
125-412-581800	Furniture & Equipment		125/29178/REIM FURNITU		955.80	
22133	CITY ELECTRIC SUPPLY COMPANY	12/10/2025	Regular	0.00	97.02	1153646
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
WLR/009239	Invoice	10/22/2025	125/28574/ACCT #10210075001/BUILD	0.00	97.02	
125-442-544700	Repair & Replacement		125/28574/ACCT #102100		97.02	
T.13415	CITY OF PRAIRIE VIEW	12/10/2025	Regular	0.00	31.45	1153647

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110125	Invoice	11/01/2025	125/29010/ACCT #29001-0010013600/08	0.00	31.45	
125-411-542600	Utilities		125/29010/ACCT #29001-		31.45	
22251	CIVILCORP, LLC	12/10/2025	Regular	0.00	180,855.60	1153648
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
74083-4	Invoice	09/15/2025	605/28700/PROJECT #CC25.061.01/C.C. 1	0.00	95,731.15	
605-605-545405	Professional Services		605/28700/PROJECT #CC2		95,731.15	
75157-5	Invoice	10/22/2025	605/28699/PROJECT #CC25.061.01/C.C. 1	0.00	85,124.45	
605-605-545405	Professional Services		605/28699/PROJECT #CC2		85,124.45	
19542	CLASSIC EVENTS LLC	12/10/2025	Regular	0.00	4,600.00	1153649
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1040	Invoice	10/20/2025	125/28164/CATERING FOR 2025 EMPLOY	0.00	4,600.00	
125-411-568400	Miscellaneous		125/28164/CATERING FOR		4,600.00	
21489	COBB, FENDLEY & ASSOCIATES, INC.	12/10/2025	Regular	0.00	7,189.00	1153650
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
355168	Invoice	11/19/2025	110/29028/PROJECT #2409-006-01/R&B	0.00	7,189.00	
110-530-545800	Prof Consult/Flood Plain		110/29028/PROJECT #240		7,189.00	
01110	CONSOLIDATED COMMUNICATIONS	12/10/2025	Regular	0.00	1,903.99	1153651
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111225	Invoice	11/12/2025	125/29403/ACCT#281-934-3323/JAN-JULY	0.00	1,694.99	
125-411-542501	Telephone/Equip & Svc		125/29403/ACCT#281-934		1,694.99	
112225	Invoice	11/22/2025	125/29402/ACCT #281-391-2009/0/RECY	0.00	209.00	
125-411-542501	Telephone/Equip & Svc		125/29402/ACCT #281-39		209.00	
18037	CORRECTIONAL BEHAVIORAL HEALT	12/10/2025	Regular	0.00	2,050.00	1153652
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
541025	Invoice	11/04/2025	125/28959/MENTAL HEALTH/OCTOBER/S	0.00	2,050.00	
125-505-542254	Correctional Behavior He		125/28959/MENTAL HEAL		2,050.00	
20776	CROSSROADS MOVING	12/10/2025	Regular	0.00	4,440.00	1153653
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1002	Invoice	11/07/2025	125/28809/INV #1002/EA/PO 52088	0.00	4,440.00	
125-434-530200	Supplies and Stationary		125/28809/INV #1002/EA/		1,089.82	
125-434-581826	Truck Rental Equipment		125/28809/INV #1002/EA/		3,350.18	
20647	CROWN WRECKER, LLC	12/10/2025	Regular	0.00	85.00	1153654
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110925	Invoice	11/09/2025	125/29110/JUMP START/UNIT #104/LAW	0.00	85.00	
125-518-536400	Parts and Repairs		125/29110/JUMP START/U		85.00	
22481	DAVIS, KEITH	12/10/2025	Regular	0.00	150.00	1153655
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
112525	Invoice	11/25/2025	125/29209/SECURITY DEPOSIT/COMM CT	0.00	150.00	
125-210-111510	Security Deposit/Comm C		125/29209/SECURITY DEP		150.00	
00484	DELL	12/10/2025	Regular	0.00	8,941.65	1153656

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
10846510983	Invoice	11/12/2025	110/28843/CUST #2432847/R&B/PO 522	0.00	1,356.29	
110-530-547518	Engineering Expenses		110/28843/CUST #243284		1,356.29	
10847464500	Invoice	11/18/2025	110/29082/CUST #2432847/R&B/PO 523	0.00	7,585.36	
110-524-581813	Copier/Printer		110/29082/CUST #243284		3,792.68	
110-524-587525	911 Address Signs		110/29082/CUST #243284		3,792.68	
00392	DEMCO INC.	12/10/2025	Regular	0.00	183.93	1153657
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
7726637	Invoice	11/13/2025	125/28997/CUST #710170976/LIB/PO 52	0.00	183.93	
125-537-568400	Miscellaneous		125/28997/CUST #710170		183.93	
12321	DEPARTMENT OF INFORMATION RE	12/10/2025	Regular	0.00	458.43	1153658
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
26100824N	Invoice	11/20/2025	125/29172/CUST #PH47000/10.01.25 - 10	0.00	458.43	
125-411-542501	Telephone/Equip & Svc		125/29172/CUST #PH4700		458.43	
15506	DERRICK, BRIAN	12/10/2025	Regular	0.00	386.40	1153659
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
120225	Invoice	12/02/2025	125/29411/REIMB MILEAGE/RECYCLE/AU	0.00	386.40	
125-527-543500	Mileage		125/29411/REIMB MILEAG		386.40	
17892	DIRECTV, LLC	12/10/2025	Regular	0.00	213.10	1153660
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
057401048X2511	Invoice	11/15/2025	125/29158/ACCT #057401048/SO/PO 523	0.00	213.10	
125-516-568400	Miscellaneous		125/29158/ACCT #057401		213.10	
17250	DOGGETT HEAVY MACHINERY SERV	12/10/2025	Regular	0.00	55.19	1153661
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
X12822	Invoice	11/05/2025	110/28884/ACCT #WALLE001/R&B/PO 52	0.00	55.19	
110-530-568455	Fleet Operations		110/28884/ACCT #WALLE0		55.19	
22477	DOMINGUEZ III, SANTANNA	12/10/2025	Regular	0.00	150.00	1153662
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
112525	Invoice	11/25/2025	125/29175/SECURITY DEPOSIT/COMM CT	0.00	150.00	
125-210-111510	Security Deposit/Comm C		125/29175/SECURITY DEP		150.00	
22300	DVL ENTERPRISES, LLC	12/10/2025	Regular	0.00	83,520.00	1153663
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
001	Invoice	11/05/2025	110/29284/INV #001/RILEY RD AT BIRCH	0.00	83,520.00	
110-530-590000	Bridge Replacement		110/29284/INV #001/RILE		83,520.00	
21252	DYNAMIC MOTORS AUTO REPAIR LL	12/10/2025	Regular	0.00	4,289.27	1153664
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
18663	Invoice	10/16/2025	125/28897/OIL CHANGE/UNIT #C-139/LA	0.00	759.32	
125-518-536400	Parts and Repairs		125/28897/OIL CHANGE/U		759.32	
18687	Invoice	10/15/2025	125/28895/BRAKES/UNIT #131/LAW ENF/	0.00	416.44	
125-518-536400	Parts and Repairs		125/28895/BRAKES/UNIT		416.44	
18690	Invoice	10/15/2025	125/28896/OIL CHANGE/UNIT #180/LAW	0.00	104.91	
125-518-536400	Parts and Repairs		125/28896/OIL CHANGE/U		104.91	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18705	Invoice	10/16/2025	125/28898/OIL CHANGE/UNIT #182/LAW	0.00	140.48	
125-518-536400	Parts and Repairs		125/28898/OIL CHANGE/U		140.48	
18715	Invoice	10/17/2025	125/28899/TIRE REPAIR/UNIT #110/LAW	0.00	23.00	
125-518-536400	Parts and Repairs		125/28899/TIRE REPAIR/U		23.00	
18726	Invoice	10/21/2025	125/28900/OIL CHANGE/UNIT #154/LAW	0.00	392.87	
125-518-536400	Parts and Repairs		125/28900/OIL CHANGE/U		392.87	
18736	Invoice	10/23/2025	125/28903/OIL CHANGE/UNIT #207/LAW	0.00	176.83	
125-518-536400	Parts and Repairs		125/28903/OIL CHANGE/U		176.83	
18744	Invoice	10/22/2025	125/28901/OIL CHANGE/UNIT #163/LAW	0.00	128.05	
125-518-536400	Parts and Repairs		125/28901/OIL CHANGE/U		128.05	
18758	Invoice	10/23/2025	125/28902/OIL CHANGE/UNIT #107/LAW	0.00	146.89	
125-518-536400	Parts and Repairs		125/28902/OIL CHANGE/U		146.89	
18791	Invoice	11/03/2025	125/28907/WINDOW REG/UNIT #C156/L	0.00	293.32	
125-518-536400	Parts and Repairs		125/28907/WINDOW REG		293.32	
18792	Invoice	10/28/2025	125/28904/OIL CHANGE/UNIT #142/LAW	0.00	128.05	
125-518-536400	Parts and Repairs		125/28904/OIL CHANGE/U		128.05	
18821	Invoice	10/30/2025	125/28905/OIL CHANGE/UNIT #156/LAW	0.00	108.05	
125-518-536400	Parts and Repairs		125/28905/OIL CHANGE/U		108.05	
18822	Invoice	10/30/2025	125/28906/OIL CHANGE/UNIT #159/LAW	0.00	199.26	
125-518-536400	Parts and Repairs		125/28906/OIL CHANGE/U		199.26	
18864	Invoice	11/04/2025	125/28908/OIL CHANGE/UNIT #130/LAW	0.00	103.44	
125-518-536400	Parts and Repairs		125/28908/OIL CHANGE/U		103.44	
18891	Invoice	11/06/2025	125/28909/OIL CHANGE/UNIT #217/LAW	0.00	210.55	
125-518-536400	Parts and Repairs		125/28909/OIL CHANGE/U		210.55	
18905	Invoice	11/07/2025	125/28910/OIL CHANGE/UNIT #206/LAW	0.00	128.05	
125-518-536400	Parts and Repairs		125/28910/OIL CHANGE/U		128.05	
18934	Invoice	11/11/2025	125/28894/OIL CHANGE/UNIT #143/LAW	0.00	137.12	
125-518-536400	Parts and Repairs		125/28894/OIL CHANGE/U		137.12	
18953	Invoice	11/13/2025	125/29246/OIL CHANGE/UNIT #145/LAW	0.00	161.10	
125-518-536400	Parts and Repairs		125/29246/OIL CHANGE/U		161.10	
18978	Invoice	11/17/2025	125/29247/OIL CHANGE/UNIT #158/LAW	0.00	146.19	
125-518-536400	Parts and Repairs		125/29247/OIL CHANGE/U		146.19	
18985	Invoice	11/17/2025	125/29248/OIL CHANGE/UNIT #C153/LA	0.00	128.05	
125-518-536400	Parts and Repairs		125/29248/OIL CHANGE/U		128.05	
18996	Invoice	11/18/2025	125/29249/OIL CHANGE/UNIT #167/LAW	0.00	129.25	
125-518-536400	Parts and Repairs		125/29249/OIL CHANGE/U		129.25	
19008	Invoice	11/19/2025	125/29250/OIL CHANGE/UNIT #160/LAW	0.00	128.05	
125-518-536400	Parts and Repairs		125/29250/OIL CHANGE/U		128.05	

17918	EASI FILE	12/10/2025	Regular	0.00	272.96	1153665

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
86709	Invoice	11/17/2025	115/29044/INV #86709/CO CLERK/PO 51	0.00	272.96
115-426-545512		Records Preservation		115/29044/INV #86709/C	272.96

15551	EDMINSTER HINSHAW RUSS & ASSC	12/10/2025	Regular	0.00	130,051.23	1153666

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
112575-4	Invoice	10/14/2025	605/28701/PROJECT #23402 & 23403/C.C	0.00	130,051.23
605-605-545405		Professional Services		605/28701/PROJECT #234	130,051.23

T.8139	EDMONDS INSURANCE AGENCY	12/10/2025	Regular	0.00	3,614.00	1153667

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111925 - CCAL #2	Invoice	11/19/2025	125/29097/REF #LSM1825177/E. MATHIS	0.00	100.00	
125-120-036000	Prepaid Items		125/29097/REF #LSM1825		100.00	
111925 - CONST	Invoice	11/19/2025	125/29091/REF #LSM0901174/T. BURKE/	0.00	50.00	
125-120-036000	Prepaid Items		125/29091/REF #LSM0901		50.00	
111925 - DA	Invoice	11/19/2025	125/29092/REF #LSM1836140/DA/S. WHI	0.00	50.00	
125-120-036000	Prepaid Items		125/29092/REF #LSM1836		50.00	
111925 - JP #2	Invoice	11/19/2025	125/29093/REF #LSM1336696/JP #2/A. N	0.00	50.00	
125-120-036000	Prepaid Items		125/29093/REF #LSM1336		50.00	
111925 - LIBRARY	Invoice	11/19/2025	125/29094/REF #LSM0005476/LIB/L. FAIR	0.00	50.00	
125-120-036000	Prepaid Items		125/29094/REF #LSM0005		50.00	
112125 - COMMI	Invoice	11/21/2025	125/29301/REF #LSM1255410/COMMISSI	0.00	50.00	
125-120-036000	Prepaid Items		125/29301/REF #LSM1255		50.00	
112125 - COMMI	Invoice	11/21/2025	125/29293/REF #1460737/COMMISSION	0.00	50.00	
125-120-036000	Prepaid Items		125/29293/REF #1460737		50.00	
112125 - COMMI	Invoice	11/21/2025	125/29291/REF #LSM0698148/COMMISSI	0.00	50.00	
125-120-036000	Prepaid Items		125/29291/REF #LSM0698		50.00	
112125 - CONST	Invoice	11/21/2025	125/29295/REF #LSM1954989/CONST PC	0.00	50.00	
125-120-036000	Prepaid Items		125/29295/REF #LSM1954		50.00	
112125 - CONST	Invoice	11/21/2025	125/29296/REF #LSM1955807/CONST PC	0.00	50.00	
125-120-036000	Prepaid Items		125/29296/REF #LSM1955		50.00	
112125 - JP #2	Invoice	11/21/2025	125/29292/REF #LSM1255411/JP #2/202	0.00	50.00	
125-120-036000	Prepaid Items		125/29292/REF #LSM1255		50.00	
112125 - SO	Invoice	11/21/2025	125/29294/REF #LSM1460774/SO/2026	0.00	50.00	
125-120-036000	Prepaid Items		125/29294/REF #LSM1460		50.00	
112125 - SO-1	Invoice	11/21/2025	125/29300/REF #FID8002351/SO/2026	0.00	1,178.00	
125-120-036000	Prepaid Items		125/29300/REF #FID80023		1,178.00	
112125 - TAX	Invoice	11/21/2025	125/29299/REF #RSB8005801/TAX/2026	0.00	270.00	
125-120-036000	Prepaid Items		125/29299/REF #RSB8005		270.00	
112425 - AUDITO	Invoice	11/24/2025	125/29305/REF #FID8002354/AUDITOR/2	0.00	100.00	
125-120-036000	Prepaid Items		125/29305/REF #FID80023		100.00	
112425 - CO CLER	Invoice	11/24/2025	125/29303/REF #LSM0148061/CO CLERK/	0.00	116.00	
125-120-036000	Prepaid Items		125/29303/REF #LSM0148		116.00	
112425 - CO JUD	Invoice	11/24/2025	125/29297/REF #LSM0697798/CO JUDGE	0.00	50.00	
125-120-036000	Prepaid Items		125/29297/REF #LSM0697		50.00	
112425 - COMMI	Invoice	11/24/2025	125/29298/REF #LSM0455470/COMMISSI	0.00	50.00	
125-120-036000	Prepaid Items		125/29298/REF #LSM0455		50.00	
112425 - CONST	Invoice	11/24/2025	125/29302/REF #LSM0455417/CONST PC	0.00	50.00	
125-120-036000	Prepaid Items		125/29302/REF #LSM0455		50.00	
112425 - JP #2	Invoice	11/24/2025	125/29306/REF #LSM0005494/JP #2/202	0.00	50.00	
125-120-036000	Prepaid Items		125/29306/REF #LSM0005		50.00	
112425 - JP #3	Invoice	11/24/2025	125/29304/REF #LSM0147945/JP #3/202	0.00	50.00	
125-120-036000	Prepaid Items		125/29304/REF #LSM0147		50.00	
112525 - DIST CL	Invoice	11/25/2025	125/29290/REF #LSM0697996/DIST CLER	0.00	50.00	
125-120-036000	Prepaid Items		125/29290/REF #LSM0697		50.00	
112525 - TAX	Invoice	11/25/2025	125/29288/REF #LSM1955981/TAX ASSES	0.00	500.00	
125-120-036000	Prepaid Items		125/29288/REF #LSM1955		500.00	
112525 - TAX-1	Invoice	11/25/2025	125/29289/REF #LSM1955997/TAX ASSES	0.00	500.00	
125-120-036000	Prepaid Items		125/29289/REF #LSM1955		500.00	
20464	ENTEC PEST MANAGEMENT INC	12/10/2025	Regular	0.00	5,335.00	1153668

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
845615	Invoice	07/14/2025	125/29393/ACCT #1040/BUILD MAINT/P	0.00	135.00	
125-442-545400	Contract Labor		125/29393/ACCT #1040/B		135.00	
846845	Invoice	07/24/2025	125/29397/ACCT #7915/BUILD MAINT/P	0.00	425.00	
125-442-545400	Contract Labor		125/29397/ACCT #7915/B		425.00	
848251	Invoice	08/06/2025	125/29395/ACCT #1142/BUILD MAINT/P	0.00	140.00	
125-442-545400	Contract Labor		125/29395/ACCT #1142/B		140.00	
850164	Invoice	08/21/2025	125/29390/ACCT #1055/BUILD MAINT/P	0.00	225.00	
125-442-545400	Contract Labor		125/29390/ACCT #1055/B		225.00	
851083	Invoice	08/28/2025	125/29396/ACCT #7915/BUILD MAINT/P	0.00	425.00	
125-442-545400	Contract Labor		125/29396/ACCT #7915/B		425.00	
851117	Invoice	08/29/2025	125/29394/ACCT #1040/BUILD MAINT/P	0.00	150.00	
125-442-545400	Contract Labor		125/29394/ACCT #1040/B		150.00	
851424	Invoice	09/02/2025	125/29392/ACCT #1133/BUILD MAINT/P	0.00	95.00	
125-442-545400	Contract Labor		125/29392/ACCT #1133/B		95.00	
851866	Invoice	09/04/2025	125/29391/ACCT #1131/BUILD MAINT/P	0.00	115.00	
125-442-545400	Contract Labor		125/29391/ACCT #1131/B		115.00	
854630	Invoice	09/25/2025	125/29380/ACCT #7915/BUILD MAINT/P	0.00	425.00	
125-442-545400	Contract Labor		125/29380/ACCT #7915/B		425.00	
855362	Invoice	10/01/2025	125/29387/ACCT #1132/BUILD MAINT/P	0.00	190.00	
125-442-545400	Contract Labor		125/29387/ACCT #1132/B		190.00	
855363	Invoice	10/01/2025	125/29384/ACCT #1135/BUILD MAINT/P	0.00	125.00	
125-442-545400	Contract Labor		125/29384/ACCT #1135/B		125.00	
855380	Invoice	10/01/2025	125/29382/ACCT #4462/BUILD MAINT/P	0.00	75.00	
125-442-545400	Contract Labor		125/29382/ACCT #4462/B		75.00	
855381	Invoice	10/01/2025	125/29388/ACCT #1130/BUILD MAINT/P	0.00	175.00	
125-442-545400	Contract Labor		125/29388/ACCT #1130/B		175.00	
855467	Invoice	10/01/2025	125/29375/ACCT #1134/BUILD MAINT/P	0.00	125.00	
125-442-545400	Contract Labor		125/29375/ACCT #1134/B		125.00	
855813	Invoice	10/03/2025	125/29377/ACCT #7916/BUILD MAINT/P	0.00	285.00	
125-442-545400	Contract Labor		125/29377/ACCT #7916/B		285.00	
858158	Invoice	10/23/2025	125/29379/ACCT #7915/BUILD MAINT/P	0.00	425.00	
125-442-545400	Contract Labor		125/29379/ACCT #7915/B		425.00	
858719	Invoice	10/29/2025	125/29385/ACCT #1040/BUILD MAINT/P	0.00	135.00	
125-442-545400	Contract Labor		125/29385/ACCT #1040/B		135.00	
858735	Invoice	10/29/2025	125/29381/ACCT #7822/BUILD MAINT/P	0.00	430.00	
125-442-545400	Contract Labor		125/29381/ACCT #7822/B		430.00	
859450	Invoice	11/05/2025	125/29383/ACCT #1142/BUILD MAINT/P	0.00	140.00	
125-442-545400	Contract Labor		125/29383/ACCT #1142/B		140.00	
861384	Invoice	11/20/2025	125/29376/ACCT #8079/BUILD MAINT/P	0.00	350.00	
125-442-545400	Contract Labor		125/29376/ACCT #8079/B		350.00	
861407	Invoice	11/20/2025	125/29389/ACCT #1055/BUILD MAINT/P	0.00	225.00	
125-442-545400	Contract Labor		125/29389/ACCT #1055/B		225.00	
862083	Invoice	11/26/2025	125/29378/ACCT #7915/BUILD MAINT/P	0.00	425.00	
125-442-545400	Contract Labor		125/29378/ACCT #7915/B		425.00	
862327	Invoice	12/02/2025	125/29386/ACCT #1133/BUILD MAINT/P	0.00	95.00	
125-442-545400	Contract Labor		125/29386/ACCT #1133/B		95.00	
14899	ENTERPRISE FM TRUST	12/10/2025	Regular	0.00	67,464.33	1153669

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FBN5472717 - CO	Invoice	11/05/2025	125/29006/CUST #576400/CO JUDGE	0.00	1,022.15	
125-440-587523		Fleet Management Lease	125/29006/CUST #576400		1,022.15	
FBN5472717 - CO	Invoice	11/05/2025	125/29006/CUST #576400/CONST PCT #2	0.00	25.00	
125-512-587523		Fleet Management Lease	125/29006/CUST #576400		25.00	
FBN5472717 - CO	Invoice	11/05/2025	125/29006/CUST #576400/CONST PCT #3	0.00	25.00	
125-513-587523		Fleet Management Lease	125/29006/CUST #576400		25.00	
FBN5472717 - CO	Invoice	11/05/2025	125/29006/CUST #576400/CONST PCT #4	0.00	1,469.84	
125-514-587523		Fleet Management Lease	125/29006/CUST #576400		1,469.84	
FBN5472717 - DA	Invoice	11/05/2025	125/29006/CUST #576400/DA/PO 45942	0.00	237.70	
125-416-587523		Fleet Management Lease	125/29006/CUST #576400		237.70	
FBN5472717 - DI	Invoice	11/05/2025	125/29006/CUST #576400/DIRECTOR OF	0.00	892.96	
125-401-587523		Fleet Management Lease	125/29006/CUST #576400		892.96	
FBN5472717 - EN	Invoice	11/05/2025	125/29006/CUST #576400/ENVIRONMEN	0.00	899.59	
125-443-587523		Fleet Management Lease	125/29006/CUST #576400		899.59	
FBN5472717 - F	Invoice	11/05/2025	125/29006/CUST #576400/FM	0.00	5,175.24	
125-509-587523		Fleet Management Lease	125/29006/CUST #576400		5,175.24	
FBN5472717 - JP	Invoice	11/05/2025	125/29006/CUST #576400/JP #2/PO 4594	0.00	991.52	
125-419-587523		Fleet Management Lease	125/29006/CUST #576400		991.52	
FBN5472717 - JU	Invoice	11/05/2025	125/29006/CUST #576400/JUV PROB/PO	0.00	1,505.56	
125-506-587523		Fleet Management Lease	125/29006/CUST #576400		1,505.56	
FBN5472717 - R&	Invoice	11/05/2025	110/29006/CUST #576400/R&B/PO 4593	0.00	10,912.04	
110-530-587523		Fleet Management Lease	110/29006/CUST #576400		10,912.04	
FBN5472717 - SO	Invoice	11/05/2025	125/29006/CUST #576400/SO/PO 47271	0.00	44,307.73	
125-516-587523		Fleet Management Lease	125/29006/CUST #576400		44,307.73	
21573	EWALD KUBOTA	12/10/2025	Regular	0.00	8,710.55	1153670
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
WT02483	Invoice	11/10/2025	110/28864/CUST #ROAD12/R&B/PO 5208	0.00	8,710.55	
110-530-568455		Fleet Operations	110/28864/CUST #ROAD1		8,710.55	
17678	FBINAA	12/10/2025	Regular	0.00	155.00	1153671
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
41538 - 2026	Invoice	11/24/2025	125/29366/2026 FBINAA MEMBERSHIP D	0.00	155.00	
125-120-036000		Prepaid Items	125/29366/2026 FBINAA		155.00	
22474	FORD, MICHAEL	12/10/2025	Regular	0.00	70.00	1153672
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
111425	Invoice	11/14/2025	125/29046/REIMB OSS ACADEMY ONLINE	0.00	70.00	
125-516-533202		Training/Leose	125/29046/REIMB OSS AC		70.00	
20318	FORT BEND COUNTY	12/10/2025	Regular	0.00	10,400.00	1153673
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1581	Invoice	11/03/2025	125/28519/AUTOPSY/C.C. 11.19.2025	0.00	10,400.00	
125-423-540702		Autopsy	125/28519/AUTOPSY/C.C.		10,400.00	
14893	FORT BEND HYDRAULICS INC.	12/10/2025	Regular	0.00	25.39	1153674
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
224016	Invoice	07/07/2025	110/29225/CUST #427/R&B/PO 52263	0.00	25.39	
110-530-568455		Fleet Operations	110/29225/CUST #427/R&		25.39	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21181	GAILS, KATRINA	12/10/2025	Regular	0.00	916.90	1153675

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
111825	Invoice	11/18/2025	125/29085/REIM VICTIM ASSIST CONF/D	0.00	916.90

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-416-563000	Training & Conference Ex		125/29085/REIM VICTIM A	916.90

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22275	GENTRY, SHERRY	12/10/2025	Regular	0.00	246.40	1153676

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
110625	Invoice	11/06/2025	125/29358/COURT REPORTER/CCAL/11.0	0.00	92.40

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-543802	Visiting Court Reporters		125/29358/COURT REPOR	92.40

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
112125	Invoice	11/21/2025	125/29359/COURT REPORTER/CCAL/11.1	0.00	92.40

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-543802	Visiting Court Reporters		125/29359/COURT REPOR	92.40

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
120225	Invoice	12/02/2025	125/29357/COURT REPORTER/CCAL/12.0	0.00	61.60

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-543802	Visiting Court Reporters		125/29357/COURT REPOR	61.60

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.10220	GIGATRON SOFTWARE CORP.	12/10/2025	Regular	0.00	724.00	1153677

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
081925	Invoice	08/19/2025	125/28350/STENOCAT REPORTER RENEW	0.00	724.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-430-581800	Furniture & Equipment		125/28350/STENOCAT REP	724.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22417	GILES, LASHAWN	12/10/2025	Regular	0.00	427.50	1153678

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
111025	Invoice	11/10/2025	125/28827/SECURITY DEPOSIT/COMM CT	0.00	427.50

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-000-470020	Rental Fee/Comm Ctr		125/28827/SECURITY DEP	300.00
125-210-111510	Security Deposit/Comm C		125/28827/SECURITY DEP	127.50

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12268	GONZALEZ, STEFANIE M	12/10/2025	Regular	0.00	716.13	1153679

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
110325	Invoice	11/03/2025	125/28832/CAUSE #CP24-11-0011/CCAL	0.00	716.13

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-411-545700	Foster Care/Ad Litem Atty		125/28832/CAUSE #CP24-	716.13

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22315	GRADIENT GROUP. LLC	12/10/2025	Regular	0.00	52,549.02	1153680

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
GG-1546-2	Invoice	09/30/2025	605/28702/PROJ #20500-0001 COCHRAN	0.00	52,549.02

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
605-605-545405	Professional Services		605/28702/PROJ #20500-0	52,549.02

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08199	GRAINGER	12/10/2025	Regular	0.00	1,068.25	1153681

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
9692161947	Invoice	10/29/2025	110/28872/ACCT #839948247/R&B/PO 5	0.00	826.80

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-568455	Fleet Operations		110/28872/ACCT #839948	826.80

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
9695456187	Invoice	10/31/2025	125/28871/ACCT #839948247/BUILD MAI	0.00	241.45

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-544700	Repair & Replacement		125/28871/ACCT #839948	241.45

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18035	GREAT SOUTHERN STABILIZED, LLC	12/10/2025	Regular	0.00	3,246.76	1153682

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
719611	Invoice	11/17/2025	110/29226/CUST #6464/R&B/PO 52401	0.00	1,265.53

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-587500	Road Material & Contract		110/29226/CUST #6464/R	1,265.53

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
719637	Invoice	11/18/2025	110/29227/CUST #6464/R&B/PO 52401	0.00	1,981.23

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-587500	Road Material & Contract		110/29227/CUST #6464/R	1,981.23

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22363	GUILLORY, MICHAEL	12/10/2025	Regular	0.00	50.00	1153683

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111425	Invoice	11/14/2025	125/29049/RESTITUTION/CASE #20-05-17	0.00	50.00	
125-000-472310	Restitution		125/29049/RESTITUTION/		50.00	
T.13696	HALFF ASSOCIATES, INC	12/10/2025	Regular	0.00	1,788.64	1153684
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
10153963	Invoice	11/07/2025	110/28892/PROJECT #043476.004/R&B	0.00	1,788.64	
110-250-115015	On-Call Engineering Revie		110/28892/PROJECT #043		1,788.64	
18353	HANDLE WITH CARE BEHAVIOR MAI	12/10/2025	Regular	0.00	3,050.00	1153685
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2025-11580	Invoice	11/06/2025	125/28960/HWC TRAINING/D. SHARPE/1	0.00	1,525.00	
125-506-545310	Staff Training		125/28960/HWC TRAININ		1,525.00	
2025-11581	Invoice	11/06/2025	125/28961/HWC TRAINING/R. VASQUEZ/	0.00	1,525.00	
125-506-545310	Staff Training		125/28961/HWC TRAININ		1,525.00	
17682	HARRIS COUNTY ACCOUNTS	12/10/2025	Regular	0.00	3,743.97	1153686
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
117213-2025	Invoice	11/03/2025	125/29098/CUST#0000003390/SO/PO 52	0.00	3,743.97	
125-516-581700	Equipment		125/29098/CUST#000000		3,743.97	
17682	HARRIS COUNTY ACCOUNTS	12/10/2025	Regular	0.00	11,231.86	1153687
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
117213 - 2026	Invoice	11/03/2025	125/29098/CUST #0000003390/SO	0.00	11,231.86	
125-120-036000	Prepaid Items		125/29098/CUST #000000		11,231.86	
03655	HART INTERCIVIC, INC.	12/10/2025	Regular	0.00	10,755.91	1153688
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
INV004332	Invoice	10/28/2025	125/28823/INV #INV004332/EA/PO 5193	0.00	1,125.00	
125-434-532000	Election Expense - County		125/28823/INV #INV0043		1,125.00	
INV004399	Invoice	10/31/2025	125/28810/INV #INV004399/EA/PO 5208	0.00	9,630.91	
125-434-531400	Postage		125/28810/INV #INV0043		3,730.91	
125-434-532000	Election Expense - County		125/28810/INV #INV0043		5,900.00	
02221	HD SUPPLY FACILITIES MAINTENAN(	12/10/2025	Regular	0.00	207.98	1153689
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1416639224	Credit Memo	08/12/2025	125/28142/CUST #12552943/BUILD MAI	0.00	-71.20	
125-442-544700	Repair & Replacement		125/28142/CUST #125529		-71.20	
9240023114	Invoice	08/14/2025	125/28144/CUST #12552943/BUILD MAI	0.00	197.79	
125-442-530100	Supplies		125/28144/CUST #125529		197.79	
9241471815	Invoice	09/28/2025	125/28143/CUST #12552943/BUILD MAI	0.00	81.39	
125-442-530100	Supplies		125/28143/CUST #125529		81.39	
12543	HEALTHPOINT HEMPSTEAD, BVCAA,	12/10/2025	Regular	0.00	33.95	1153690
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111025	Invoice	11/10/2025	125/28840/PHYSICIAN SERVICES	0.00	33.95	
125-525-546400	Physician Services		125/28840/PHYSICIAN SER		33.95	
22473	HITCHINS, ARTHUR	12/10/2025	Regular	0.00	70.00	1153691

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
111425	Invoice	11/14/2025	125/29045/REIMB OSS ACADEMY ONLINE	0.00	70.00	
125-516-533202		Training/Leose		125/29045/REIMB OSS AC	70.00	
19441	HOEFLICH, GLORY	12/10/2025	Regular	0.00	448.00	1153692
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110525	Invoice	11/05/2025	125/29283/TAPEIT BOARD MEETING/08.0	0.00	160.00	
125-516-563000		Training & Conference Ex		125/29283/TAPEIT BOARD	160.00	
110525-1	Invoice	11/05/2025	125/2929/REIMB TAPEIT CONFERENCE/10	0.00	288.00	
125-516-563000		Training & Conference Ex		125/2929/REIMB TAPEIT C	288.00	
03897	HOMETOWN HARDWARE	12/10/2025	Regular	0.00	4,280.20	1153693
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
171226/2	Invoice	06/05/2025	110/28763/CUST #878/R&B/PO 52129	0.00	59.98	
110-530-587505		Road Materials		110/28763/CUST #878/R&	59.98	
171753/2	Invoice	06/30/2025	110/28762/CUST #878/R&B/PO 52128	0.00	29.98	
110-530-568455		Fleet Operations		110/28762/CUST #878/R&	29.98	
171790/2	Invoice	07/01/2025	110/28760/CUST #878/R&B/PO 52128	0.00	59.54	
110-530-568455		Fleet Operations		110/28760/CUST #878/R&	59.54	
172838/2	Invoice	08/18/2025	110/28764/CUST #878/R&B/PO 52147	0.00	45.97	
110-530-547518		Engineering Expenses		110/28764/CUST #878/R&	45.97	
173891/2	Invoice	10/08/2025	125/27812/CUST #149/BUILD MAINT/PO	0.00	37.99	
125-442-544700		Repair & Replacement		125/27812/CUST #149/BU	37.99	
174038/2	Invoice	10/14/2025	125/28087/CUST #149/BUILD MAINT/PO	0.00	149.00	
125-442-544700		Repair & Replacement		125/28087/CUST #149/BU	149.00	
174062/2	Invoice	10/15/2025	125/28084/CUST #149/BUILD MAINT/PO	0.00	41.16	
125-442-544700		Repair & Replacement		125/28084/CUST #149/BU	41.16	
174064/2	Invoice	10/15/2025	125/28085/CUST #149/BUILD MAINT/PO	0.00	51.97	
125-442-544700		Repair & Replacement		125/28085/CUST #149/BU	51.97	
174154/2	Invoice	10/20/2025	125/28245/CUST #149/BUILD MAINT/PO	0.00	67.96	
125-442-544700		Repair & Replacement		125/28245/CUST #149/BU	67.96	
174182/2	Invoice	10/22/2025	125/28255/CUST #149/BUILD MAINT/PO	0.00	103.10	
125-442-544700		Repair & Replacement		125/28255/CUST #149/BU	103.10	
174186/2	Invoice	10/22/2025	125/28254/CUST #149/BUILD MAINT/PO	0.00	333.68	
125-442-544700		Repair & Replacement		125/28254/CUST #149/BU	333.68	
174205/2	Invoice	10/22/2025	125/28256/CUST #149/BUILD MAINT/PO	0.00	5.98	
125-442-544700		Repair & Replacement		125/28256/CUST #149/BU	5.98	
174212/2	Invoice	10/23/2025	125/28233/CUST #149/BUILD MAINT/PO	0.00	38.94	
125-442-544700		Repair & Replacement		125/28233/CUST #149/BU	38.94	
174305/2	Invoice	10/28/2025	125/28358/CUST #149/BUILD MAINT/PO	0.00	76.56	
125-442-544700		Repair & Replacement		125/28358/CUST #149/BU	76.56	
174311/2	Invoice	10/28/2025	125/28355/CUST #149/BUILD MAINT/PO	0.00	57.00	
125-442-544700		Repair & Replacement		125/28355/CUST #149/BU	57.00	
174329/2	Invoice	10/28/2025	125/28357/CUST #149/BUILD MAINT/PO	0.00	7.18	
125-442-544700		Repair & Replacement		125/28357/CUST #149/BU	7.18	
174335/2	Invoice	10/29/2025	125/28359/CUST #149/BUILD MAINT/PO	0.00	321.69	
125-442-544700		Repair & Replacement		125/28359/CUST #149/BU	321.69	
174355/2	Invoice	10/30/2025	125/28388/CUST #149/BUILD MAINT/PO	0.00	88.57	
125-442-544700		Repair & Replacement		125/28388/CUST #149/BU	88.57	
174435/2	Invoice	11/03/2025	125/28458/CUST #149/BUILD MAINT/PO	0.00	197.87	
125-442-544700		Repair & Replacement		125/28458/CUST #149/BU	197.87	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
174481/2	Invoice	11/05/2025	125/28507/CUST #149/BUILD MAINT/PO	0.00	95.94	
125-442-544700	Repair & Replacement		125/28507/CUST #149/BU		95.94	
174485/2	Invoice	11/05/2025	125/28461/CUST #149/BUILD MAINT/PO	0.00	75.92	
125-442-544700	Repair & Replacement		125/28461/CUST #149/BU		75.92	
174507/2	Invoice	11/06/2025	110/28757/CUST #878/R&B/PO 52148	0.00	27.99	
110-530-587411	Sign & Striping Materials		110/28757/CUST #878/R&		27.99	
174524/2	Invoice	11/07/2025	125/28768/CUST #149/BUILD MAINT/PO	0.00	74.99	
125-442-544700	Repair & Replacement		125/28768/CUST #149/BU		74.99	
174546/2	Invoice	11/08/2025	125/28559/CUST #149/BUILD MAINT/PO	0.00	119.97	
125-442-544700	Repair & Replacement		125/28559/CUST #149/BU		119.97	
174560/2	Invoice	11/10/2025	125/28546/CUST #149/BUILD MAINT/PO	0.00	133.70	
125-442-544700	Repair & Replacement		125/28546/CUST #149/BU		133.70	
174561/2	Invoice	11/10/2025	125/28548/CUST #149/BUILD MAINT/PO	0.00	185.96	
125-442-544700	Repair & Replacement		125/28548/CUST #149/BU		185.96	
174578/2	Invoice	11/11/2025	110/28759/CUST #878/R&B/PO 52126	0.00	59.97	
110-530-568455	Fleet Operations		110/28759/CUST #878/R&		59.97	
174589/2	Invoice	11/11/2025	110/28758/CUST #878/R&B/PO 52126	0.00	165.96	
110-530-568455	Fleet Operations		110/28758/CUST #878/R&		165.96	
174594/2	Invoice	11/11/2025	110/28755/CUST #878/R&B/PO 52126	0.00	89.99	
110-530-568455	Fleet Operations		110/28755/CUST #878/R&		89.99	
174620/2	Invoice	11/12/2025	110/28761/CUST #878/R&B/PO 52128	0.00	12.58	
110-530-568455	Fleet Operations		110/28761/CUST #878/R&		12.58	
174697/2	Invoice	11/17/2025	110/29033/CUST #878/R&B/PO 52251	0.00	145.54	
110-530-568455	Fleet Operations		110/29033/CUST #878/R&		145.54	
174712/2	Invoice	11/18/2025	110/29034/CUST #878/R&B/PO 52251	0.00	32.53	
110-530-568455	Fleet Operations		110/29034/CUST #878/R&		32.53	
174719/2	Invoice	11/18/2025	110/29036/CUST #878/R&B/PO 52252	0.00	173.67	
110-530-587505	Road Materials		110/29036/CUST #878/R&		173.67	
174721/2	Invoice	11/18/2025	110/29038/CUST #878/R&B/PO 52252	0.00	7.65	
110-530-587505	Road Materials		110/29038/CUST #878/R&		7.65	
174723/2	Invoice	11/18/2025	110/29037/CUST #878/R&B/PO 52252	0.00	49.99	
110-530-587505	Road Materials		110/29037/CUST #878/R&		49.99	
174835/2	Invoice	11/24/2025	110/29459/CUST #878/R&B/PO 52492	0.00	25.98	
110-524-536000	Building Maintenance & S		110/29459/CUST #878/R&		25.98	
174909/2	Invoice	12/02/2025	110/29458/CUST #878/R&B/PO 52491	0.00	20.99	
110-530-587516	Bridge Maintenance & Re		110/29458/CUST #878/R&		20.99	
174914/2	Invoice	12/02/2025	110/29457/CUST #878/R&B/PO 52491	0.00	378.86	
110-530-587516	Bridge Maintenance & Re		110/29457/CUST #878/R&		378.86	
174931/2	Invoice	12/02/2025	110/29460/CUST #878/R&B/PO 52492	0.00	9.98	
110-524-536000	Building Maintenance & S		110/29460/CUST #878/R&		9.98	
291247/1	Invoice	10/29/2025	125/28356/CUST #149/BUILD MAINT/PO	0.00	449.95	
125-442-544700	Repair & Replacement		125/28356/CUST #149/BU		449.95	
291500/1	Invoice	11/06/2025	110/28756/CUST #878/R&B/PO 52148	0.00	27.99	
110-530-587411	Sign & Striping Materials		110/28756/CUST #878/R&		27.99	
291684/1	Invoice	11/12/2025	110/28754/CUST #878/R&B/PO 52126	0.00	139.98	
110-530-568455	Fleet Operations		110/28754/CUST #878/R&		139.98	
	Void	12/10/2025	Regular	0.00	0.00	1153694
14898	HOUSTON FREIGHTLINER, INC	12/10/2025	Regular	0.00	1,541.15	1153695

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
SIP-010-50-04403	Invoice	11/05/2025	110/28880/CUST #268958/R&B/PO 5209	0.00	1,541.15	
110-530-568455	Fleet Operations		110/28880/CUST #268958		1,541.15	
21863	IEA, INC.	12/10/2025	Regular	0.00	10,742.50	1153696
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
30108-002-03	Invoice	11/21/2025	110/29222/PROJECT # 30108-002/R&B	0.00	10,742.50	
110-530-545800	Prof Consult/Flood Plain		110/29222/PROJECT # 301		10,742.50	
22485	IMPERIAL WOODWORKS, INC	12/10/2025	Regular	0.00	25,296.00	1153697
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
58016	Invoice	10/07/2025	604/28250/CUST #58016/PEWS FOR CRT	0.00	25,296.00	
604-604-581839	Soft Costs		604/28250/CUST #58016/		25,296.00	
14937	INDEPENDENT HEALTH SERVICES, IN	12/10/2025	Regular	0.00	2,515.86	1153698
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
117191	Invoice	10/31/2025	125/28919/CUST#XA99999999/SO JAIL/P	0.00	2,515.86	
125-525-546410	Medical Services/Jail		125/28919/CUST#XA9999		2,515.86	
04180	INGRAM LIBRARY SERVICES	12/10/2025	Regular	0.00	96.22	1153699
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
918445726	Invoice	11/10/2025	125/29004/ACCT #2043979/LIB/PO 5222	0.00	29.49	
125-537-535000	Books, Etc		125/29004/ACCT #204397		29.49	
91845729	Invoice	11/10/2025	125/29165/ACCT #2044683/LIB/PO 5238	0.00	34.98	
125-537-535000	Books, Etc		125/29165/ACCT #204468		34.98	
92291809	Invoice	11/26/2025	125/29317/ACCT #2043979/LIB/PO 5248	0.00	10.16	
125-537-535000	Books, Etc		125/29317/ACCT #204397		10.16	
92291812	Invoice	11/26/2025	125/29316/ACCT #2044683/LIB/PO 5249	0.00	21.59	
125-537-535000	Books, Etc		125/29316/ACCT #204468		21.59	
10758	INNOVATIVE COMMUNICATION SYS	12/10/2025	Regular	0.00	694.74	1153700
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
330638	Invoice	10/30/2025	125/28691/CUST #C14183/JUV PROB/PO	0.00	87.50	
125-506-581800	Furniture & Equipment		125/28691/CUST #C14183		87.50	
331114	Invoice	11/30/2025	125/29163/CUST #C29839/CSCD	0.00	369.02	
125-519-542501	Telephone/Equip & Svc		125/29163/CUST #C29839		369.02	
331115	Invoice	11/30/2025	125/29164/CUST #C13504/LIB	0.00	238.22	
125-411-542501	Telephone/Equip & Svc		125/29164/CUST #C13504		238.22	
12779	INTEGRATED PRESCRIPTION MANAC	12/10/2025	Regular	0.00	78.07	1153701
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110425	Invoice	11/04/2025	125/28838/PRESCRIPTIONS	0.00	28.07	
125-525-546600	Prescriptions For Drugs		125/28838/PRESCRIPTION		28.07	
111025	Invoice	11/10/2025	125/28839/PRESCRIPTIONS	0.00	50.00	
125-525-546600	Prescriptions For Drugs		125/28839/PRESCRIPTION		50.00	
14464	J.A. REED & ASSOCIATES, LLC	12/10/2025	Regular	0.00	1,500.00	1153702
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111025	Invoice	11/10/2025	125/28958/L-3 EVALUATIONS/SO/PO 521	0.00	1,500.00	
125-516-568400	Miscellaneous		125/28958/L-3 EVALUATIO		1,500.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14089	JARVIS TIRE AND WHEEL LLC	12/10/2025	Regular	0.00	224.88	1153703

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
1028653	Invoice	11/04/2025	110/28881/CUST ID #10212/R&B/PO 520	0.00	224.88

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-568455	Fleet Operations		110/28881/CUST ID #1021	224.88

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22475	JENKINS, CEDRIC	12/10/2025	Regular	0.00	70.00	1153704

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
111425	Invoice	11/14/2025	125/29047/REIMB OSS ACADEMY ONLINE	0.00	70.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-516-533202	Training/Leose		125/29047/REIMB OSS AC	70.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14674	JK GRAPHICS	12/10/2025	Regular	0.00	665.15	1153705

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
5 5916	Invoice	11/19/2025	125/29088/RETIREMENT CLOCKS & RIBB	0.00	665.15

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-411-568400	Miscellaneous		125/29088/RETIREMENT C	665.15

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02271	JOHNSTONE SUPPLY	12/10/2025	Regular	0.00	5,406.94	1153706

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
S5090481.001	Invoice	10/31/2025	125/28807/CUST #40110/BUILD MAINT/P	0.00	5,406.94

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-544700	Repair & Replacement		125/28807/CUST #40110/	5,406.94

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20470	JONES, JULIE A	12/10/2025	Regular	0.00	11,240.00	1153707

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
202510	Invoice	10/31/2025	125/29177/BOARDING OCTOBER/ANIMA	0.00	5,480.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-515-545910	Animal Housing/Care		125/29177/BOARDING OC	5,480.00

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
202511	Invoice	11/30/2025	125/29440/BOARDING NOV/ANIMAL CON	0.00	5,760.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-515-545910	Animal Housing/Care		125/29440/BOARDING NO	5,760.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00871	K&H PORTABLE TOILETS INC.	12/10/2025	Regular	0.00	281.25	1153708

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
194997	Invoice	11/01/2025	125/28802/I-10 - WEIGH STATION/OCT	0.00	156.25

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-411-542600	Utilities		125/28802/I-10 - WEIGH S	156.25

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
195970	Invoice	12/01/2025	125/29327/I-10 WEIGH STATION/NOVEM	0.00	125.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-411-542600	Utilities		125/29327/I-10 WEIGH ST	125.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.6797	KARISCH, CHARLES	12/10/2025	Regular	0.00	55.38	1153709

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
111725	Invoice	11/17/2025	125/29052/ATTY FINES & FEES/OCTOBER/	0.00	55.38

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-210-112923	Collection For Others D C		125/29052/ATTY FINES & F	55.38

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04505	KATY PRINTERS, INC.	12/10/2025	Regular	0.00	392.70	1153710

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
75218	Invoice	07/15/2025	125/29078/INV #75218/CONST PCT #4/P	0.00	202.50

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-514-530200	Supplies and Stationary		125/29078/INV #75218/C	202.50

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
75506	Invoice	11/10/2025	125/28918/INV #75506/SO JAIL/PO 5213	0.00	190.20

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-505-530200	Supplies and Stationary		125/28918/INV #75506/S	190.20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16993	KATY TIMES	12/10/2025	Regular	0.00	294.00	1153711

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
21416	Invoice	08/28/2025	125/29324/4X3-BW-WCNOTHRU	0.00	147.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-401-544100	Bid Notices and Printing		125/29324/4X3-BW-WCN	147.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21417	Invoice	09/04/2025	125/29325/4X3-BW-WCNOTHRU	0.00	147.00	
125-401-544100	Bid Notices and Printing		125/29325/4X3-BW-WCN		147.00	
12908	KELLY, CODI	12/10/2025	Regular	0.00	359.30	1153712
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110725	Invoice	11/07/2025	125/28819/MILEAGE/NOVEMBER 2025 E	0.00	299.46	
125-434-532000	Election Expense - County		125/28819/MILEAGE/NOV		299.46	
110725-1	Invoice	11/07/2025	125/28821/REIM MACHINE SCREWS & TH	0.00	14.53	
125-434-568400	Miscellaneous		125/28821/REIM MACHIN		14.53	
110725-2	Invoice	11/07/2025	125/28820/REIM PVC PIPE FOR ELECTION	0.00	45.31	
125-434-532000	Election Expense - County		125/28820/REIM PVC PIPE		45.31	
20693	KELLY, EVERETT	12/10/2025	Regular	0.00	435.40	1153713
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111725	Invoice	11/17/2025	125/29005/MILEAGE REIM ASSIST VET BE	0.00	218.40	
125-405-543500	Mileage		125/29005/MILEAGE REIM		218.40	
120225	Invoice	12/02/2025	125/29410/MILEAGE REIM ASSIST VET BE	0.00	217.00	
125-405-543500	Mileage		125/29410/MILEAGE REIM		217.00	
13702	KERN, ROBERT J.	12/10/2025	Regular	0.00	246.97	1153714
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110125	Invoice	11/01/2025	125/29148/VISITING JUDGE/SEPT - OCT/C	0.00	246.97	
125-412-541050	Visiting Judges		125/29148/VISITING JUDG		246.97	
T.14761	KIMBALL MIDWEST	12/10/2025	Regular	0.00	1,850.63	1153715
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
103960112	Invoice	11/21/2025	110/29436/ACCT #755078/R&B/PO 5246	0.00	1,468.77	
110-530-568455	Fleet Operations		110/29436/ACCT #755078		1,468.77	
103964347	Invoice	11/24/2025	110/29435/ACCT #755078/R&B/PO 5246	0.00	381.86	
110-530-568455	Fleet Operations		110/29435/ACCT #755078		381.86	
17852	KYLE OFFICE PRODUCTS	12/10/2025	Regular	0.00	275.00	1153716
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
40578430	Invoice	11/13/2025	125/28963/AGR #019-1815894-000/CO C	0.00	275.00	
125-403-581813	Copier/Printer		125/28963/AGR #019-181		275.00	
01355	LABORATORY CORP OF AMERICA	12/10/2025	Regular	0.00	11.25	1153717
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111025	Invoice	11/10/2025	125/28841/LAB/X-RAY	0.00	11.25	
125-525-546412	Lab/X Ray Services		125/28841/LAB/X-RAY		11.25	
T.8672	LAROCHE	12/10/2025	Regular	0.00	536.64	1153718
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
309033	Invoice	08/19/2025	125/27186/CUST #004566/LAW ENF/PO 5	0.00	536.64	
125-518-536400	Parts and Repairs		125/27186/CUST #004566		536.64	
20582	LEGACY WASTE SERVICES, LLC	12/10/2025	Regular	0.00	1,258.40	1153719
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
10966-1019	Invoice	11/12/2025	110/28861/INV #10966-1019/R&B/PO 52	0.00	1,258.40	
110-530-569921	Dumpster Fees		110/28861/INV #10966-10		1,258.40	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.13700	LIBERTY TIRE RECYCLING *	12/10/2025	Regular	0.00	4,122.42	1153720

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
3112980	Invoice	11/15/2025	110/29439/ACCT #12290/R&B/PO 52457	0.00	4,122.42

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-568455	Fleet Operations		110/29439/ACCT #12290/	4,122.42

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.10368	LINEBARGER, GOGGIN, BLAIR,	12/10/2025	Regular	0.00	1,280.00	1153721

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
111725	Invoice	11/17/2025	125/29050/ATTY FINES & FEES/OCTOBER/	0.00	1,280.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-210-112923	Collection For Others D C		125/29050/ATTY FINES & F	1,280.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21324	LINKTAS LLC	12/10/2025	Regular	0.00	12,675.00	1153722

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
1568	Invoice	01/01/2025	125/29168/MONITORING & SERVICE PLA	0.00	1,375.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-411-545001	Maintenance Contracts		125/29168/MONITORING	1,375.00

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
1877	Invoice	09/15/2025	125/29169/INV #1877/UPGRADE CAMER	0.00	11,300.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-544400	Facility Renovations		125/29169/INV #1877/UP	11,300.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19593	LOCAL LP GAS, INC	12/10/2025	Regular	0.00	52.00	1153723

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
43492	Invoice	11/01/2025	125/28811/ACCT #WCRC/RECYCLE/PO 52	0.00	52.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-527-581700	Equipment		125/28811/ACCT #WCRC/	52.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20918	MARCH, MATTHEW	12/10/2025	Regular	0.00	169.40	1153724

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
112425	Invoice	11/24/2025	125/29179/ROOTS TO RESULTS NEW LAN	0.00	79.10

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-540-563000	Training & Conference Ex		125/29179/ROOTS TO RES	79.10

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
112425-1	Invoice	11/24/2025	125/29193/MILEAGE/SOUTH TX AG CONF	0.00	33.60

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-540-563000	Training & Conference Ex		125/29193/MILEAGE/SOU	33.60

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
112425-2	Invoice	11/24/2025	125/29194/REIMB MILEAGE/URBAN AG S	0.00	56.70

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-540-563000	Training & Conference Ex		125/29194/REIMB MILEAG	56.70

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21051	MCNEESE PSYCHOLOGICAL SERVICE	12/10/2025	Regular	0.00	1,250.00	1153725

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
014	Invoice	11/21/2025	125/29242/CAUSE #DC506-25-0365/506T	0.00	1,250.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-567104	Mental Health/Competen		125/29242/CAUSE #DC506	1,250.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20996	MCQUISTON, BRIAN	12/10/2025	Regular	0.00	363.00	1153726

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
111825	Invoice	11/18/2025	125/29102/REIMB 2025 BAR DUES/B. MC	0.00	263.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-416-562310	Bar Dues		125/29102/REIMB 2025 B	263.00

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
111825-1	Invoice	11/18/2025	125/29101/REIMB 2025 LEGISLATIVE UPD	0.00	100.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-416-563000	Training & Conference Ex		125/29101/REIMB 2025 LE	100.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14913	MIDAMERICA BOOKS	12/10/2025	Regular	0.00	260.15	1153727

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
0079587	Invoice	11/13/2025	125/29100/CUST ID #1731953/LIB/PO 52	0.00	260.15

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-537-535000	Books, Etc		125/29100/CUST ID #1731	260.15

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20397	MIDCOAST MEDICAL CENTER - BELL'	12/10/2025	Regular	0.00	270.79	1153728

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111025	Invoice	11/10/2025	125/28842/MEDICAL SERVICES/JAIL	0.00	270.79	
125-525-546410	Medical Services/Jail		125/28842/MEDICAL SERV		270.79	
18460	MIDWEST TAPE, LLC	12/10/2025	Regular	0.00	1,935.78	1153729
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
508110962	Invoice	11/30/2025	125/29413/CUST #2000020613/LIB/PO 5	0.00	1,935.78	
125-537-535000	Books, Etc		125/29413/CUST #200002		1,935.78	
17142	MIRANDA, ADELAIDA	12/10/2025	Regular	0.00	43.68	1153730
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111825	Invoice	11/18/2025	125/29027/MILEAGE/GRIMES CO HEARIN	0.00	43.68	
125-408-543500	Mileage		125/29027/MILEAGE/GRI		43.68	
14745	MOBILE WIRELESS LLC	12/10/2025	Regular	0.00	17,992.80	1153731
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
6391 - 2025	Invoice	09/27/2025	125/28917/INV #6391/SO/PO 51438	0.00	1,499.40	
125-516-581700	Equipment		125/28917/INV #6391/SO/		1,499.40	
6391 - 2026	Invoice	09/27/2025	125/28917/INV #6391/SO/NETMOTION R	0.00	16,493.40	
125-120-036000	Prepaid Items		125/28917/INV #6391/SO/		16,493.40	
19999	MOFFITT HOLDINGS, LLC	12/10/2025	Regular	0.00	4,000.00	1153732
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
644092	Invoice	11/07/2025	110/28885/INV #644092/R&B/PO 52123	0.00	4,000.00	
110-530-568455	Fleet Operations		110/28885/INV #644092/		4,000.00	
02182	MOTOROLA SOLUTIONS, INC *	12/10/2025	Regular	0.00	195,128.00	1153733
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1162425157	Invoice	10/23/2025	125/28966/CUST #1035855850/SO COM	0.00	195,128.00	
125-517-581824	Waller-Harris ESD 200 Eq		125/28966/CUST #103585		195,128.00	
02182	MOTOROLA SOLUTIONS, INC *	12/10/2025	Regular	0.00	67,906.64	1153734
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
8230544822	Invoice	11/12/2025	125/29066/CUST #1035855850/SO/PO 49	0.00	10,261.54	
125-517-545515	Equipment Rental/Repair		125/29066/CUST #103585		10,261.54	
8282226693	Invoice	10/27/2025	125/29065/CUST #1035855850/SO/PO 52	0.00	53,442.40	
125-516-581700	Equipment		125/29065/CUST #103585		53,442.40	
8282232027	Invoice	11/05/2025	125/28967/CUST #1035855850/SO/PO 52	0.00	1,553.30	
125-516-581700	Equipment		125/28967/CUST #103585		1,553.30	
8282232631	Invoice	11/06/2025	125/28968/CUST #1035855850/SO/PO 52	0.00	2,649.40	
125-516-581700	Equipment		125/28968/CUST #103585		2,649.40	
18957	MR. WINDSHIELD,INC.	12/10/2025	Regular	0.00	601.68	1153735
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
11047	Invoice	10/09/2025	125/29145/WINDSHIELD/UNIT #C106/LA	0.00	601.68	
125-518-536400	Parts and Repairs		125/29145/WINDSHIELD/		601.68	
14942	MUNDY, SHEILA	12/10/2025	Regular	0.00	44.80	1153736

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
112525	Invoice	11/25/2025	125/29189/REIM MILEAGE/HEARINGS/AN	0.00	44.80	
125-408-543500		Mileage		125/29189/REIM MILEAGE	44.80	
01695	NAPA AUTO PARTS	12/10/2025	Regular	0.00	3,392.07	1153737
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
061753	Invoice	10/27/2025	110/28796/CUST #278/R&B/PO 52082	0.00	30.98	
110-530-568455		Fleet Operations		110/28796/CUST #278/R&	30.98	
062106	Invoice	10/30/2025	110/28797/CUST #278/R&B/PO 52082	0.00	40.99	
110-530-568455		Fleet Operations		110/28797/CUST #278/R&	40.99	
062632	Invoice	11/04/2025	125/29116/CUST #294/LAW ENF/PO 5227	0.00	214.78	
125-518-536400		Parts and Repairs		125/29116/CUST #294/LA	214.78	
062641	Invoice	11/04/2025	125/29118/CUST #294/LAW ENF/PO 5227	0.00	132.88	
125-518-536400		Parts and Repairs		125/29118/CUST #294/LA	132.88	
062763	Invoice	11/05/2025	125/29117/CUST #294/LAW ENF/PO 5227	0.00	216.29	
125-518-536400		Parts and Repairs		125/29117/CUST #294/LA	216.29	
062843	Invoice	11/06/2025	110/28798/CUST #278/R&B/PO 52082	0.00	302.59	
110-530-568455		Fleet Operations		110/28798/CUST #278/R&	302.59	
062863	Invoice	11/06/2025	110/28800/CUST #278/R&B/PO 52083	0.00	169.94	
110-530-568455		Fleet Operations		110/28800/CUST #278/R&	169.94	
062864	Invoice	11/06/2025	110/28799/CUST #278/R&B/PO 52083	0.00	9.49	
110-530-568455		Fleet Operations		110/28799/CUST #278/R&	9.49	
063132	Invoice	11/10/2025	125/29119/CUST #294/LAW ENF/PO 5227	0.00	183.29	
125-518-536400		Parts and Repairs		125/29119/CUST #294/LA	183.29	
063353	Invoice	11/11/2025	125/29120/CUST #294/LAW ENF/PO 5228	0.00	183.29	
125-518-536400		Parts and Repairs		125/29120/CUST #294/LA	183.29	
063606	Invoice	11/13/2025	125/29244/CUST #294/LAW ENF/PO 5242	0.00	17.23	
125-518-536400		Parts and Repairs		125/29244/CUST #294/LA	17.23	
063724	Invoice	11/14/2025	125/29115/CUST #294/LAW ENF/PO 5227	0.00	218.13	
125-518-536400		Parts and Repairs		125/29115/CUST #294/LA	218.13	
063864	Invoice	11/17/2025	125/29113/CUST #294/LAW ENF/PO 5227	0.00	78.88	
125-518-536400		Parts and Repairs		125/29113/CUST #294/LA	78.88	
063877	Invoice	11/17/2025	125/29112/CUST #294/LAW ENF/PO 5227	0.00	183.29	
125-518-536400		Parts and Repairs		125/29112/CUST #294/LA	183.29	
063878	Invoice	11/17/2025	125/29111/CUST #294/LAW ENF/PO 5227	0.00	183.29	
125-518-536400		Parts and Repairs		125/29111/CUST #294/LA	183.29	
063889	Invoice	11/17/2025	110/29061/CUST #278/R&B/PO 52244	0.00	357.20	
110-530-568455		Fleet Operations		110/29061/CUST #278/R&	357.20	
063890	Invoice	11/17/2025	110/29060/CUST #278/R&B/PO 52244	0.00	310.08	
110-530-568455		Fleet Operations		110/29060/CUST #278/R&	310.08	
063892	Invoice	11/17/2025	125/29114/CUST #294/LAW ENF/PO 5227	0.00	80.75	
125-518-536400		Parts and Repairs		125/29114/CUST #294/LA	80.75	
063893	Invoice	11/17/2025	110/29059/CUST #278/R&B/PO 52244	0.00	73.92	
110-530-568455		Fleet Operations		110/29059/CUST #278/R&	73.92	
064052	Invoice	11/18/2025	110/29062/CUST #278/R&B/PO 52244	0.00	37.96	
110-530-568455		Fleet Operations		110/29062/CUST #278/R&	37.96	
064680	Invoice	11/24/2025	110/29434/CUST #278/R&B/PO 52478	0.00	84.54	
110-530-568455		Fleet Operations		110/29434/CUST #278/R&	84.54	
064714	Invoice	11/24/2025	110/29432/CUST #278/R&B/PO 52478	0.00	183.84	
110-530-568455		Fleet Operations		110/29432/CUST #278/R&	183.84	
064715	Invoice	11/24/2025	110/29433/CUST #278/R&B/PO 52478	0.00	98.44	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-568455	Fleet Operations		110/29433/CUST #278/R&		98.44	
15090	NETPROTEC LLC	12/10/2025	Regular	0.00	600.00	1153738
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5203	Invoice	11/22/2025	119/29083/VIDEO MAGISTRATE/11.22 - 1	0.00	600.00	
119-429-581817		Technology Enhancement		119/29083/VIDEO MAGIST	600.00	
01850	NICHOLS, ANGELA	12/10/2025	Regular	0.00	96.71	1153739
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
111325	Invoice	11/13/2025	125/28962/REIMBURSE POSTAGE/JP #4	0.00	96.71	
125-419-531400		Postage		125/28962/REIMBURSE P	96.71	
18826	ODP BUSINESS SOLUTIONS, LLC	12/10/2025	Regular	0.00	5,411.45	1153740
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
434142339001	Invoice	07/30/2025	125/26215/ACCT #30113665/JP #2/PO 52	0.00	74.89	
125-419-581817		Technology Enhancement		125/26215/ACCT #301136	74.89	
442797469001	Invoice	10/27/2025	125/28617/ACCT #30113665/JP #3/PO 52	0.00	65.88	
125-420-530200		Supplies and Stationary		125/28617/ACCT #301136	65.88	
442797471001	Invoice	10/28/2025	125/28775/ACCT #30113665/JP #3/PO 52	0.00	24.62	
125-420-530200		Supplies and Stationary		125/28775/ACCT #301136	24.62	
442797473001	Invoice	10/24/2025	125/28612/ACCT #30113665/JP #3/PO 52	0.00	30.03	
125-420-530200		Supplies and Stationary		125/28612/ACCT #301136	30.03	
442797479001	Invoice	10/24/2025	125/28615/ACCT #30113665/JP #3/PO 52	0.00	177.19	
125-420-530200		Supplies and Stationary		125/28615/ACCT #301136	177.19	
442797491001	Invoice	10/28/2025	125/28611/ACCT #30113665/JP #3/PO 52	0.00	226.54	
125-420-530200		Supplies and Stationary		125/28611/ACCT #301136	226.54	
442808565001	Invoice	10/27/2025	125/28613/ACCT #30113665/JP #3/PO 52	0.00	51.80	
125-420-530200		Supplies and Stationary		125/28613/ACCT #301136	51.80	
443911670001	Invoice	11/10/2025	125/29012/ACCT #30113665/506TH/PO 5	0.00	141.11	
125-408-530200		Supplies and Stationary		125/29012/ACCT #301136	141.11	
443926735001	Invoice	11/07/2025	125/29013/ACCT #30113665/506TH/PO 5	0.00	44.97	
125-408-530200		Supplies and Stationary		125/29013/ACCT #301136	44.97	
443926736001	Invoice	11/08/2025	125/29014/ACCT #30113665/506TH/PO 5	0.00	34.15	
125-408-530200		Supplies and Stationary		125/29014/ACCT #301136	34.15	
444582094001	Invoice	10/16/2025	125/28369/ACCT #30113665/JUV PROB/P	0.00	62.59	
125-506-581800		Furniture & Equipment		125/28369/ACCT #301136	62.59	
444824039001	Invoice	11/21/2025	125/29340/ACCT #30113665/RECYCLE/P	0.00	119.03	
125-527-530200		Supplies and Stationary		125/29340/ACCT #301136	119.03	
444991767001	Invoice	11/21/2025	125/29341/ACCT #30113665/RECYCLE/P	0.00	109.72	
125-527-530200		Supplies and Stationary		125/29341/ACCT #301136	109.72	
444991776001	Invoice	11/21/2025	125/29342/ACCT #30113665/RECYCLE/P	0.00	120.79	
125-527-530200		Supplies and Stationary		125/29342/ACCT #301136	120.79	
445093102001	Invoice	11/06/2025	125/29015/ACCT #30113665/JUV PROB/P	0.00	28.99	
125-506-581800		Furniture & Equipment		125/29015/ACCT #301136	28.99	
445093721001	Invoice	11/04/2025	125/29017/ACCT #30113665/JUV PROB/P	0.00	10.59	
125-506-581800		Furniture & Equipment		125/29017/ACCT #301136	10.59	
445093723001	Invoice	11/03/2025	125/28776/ACCT #30113665/JUV PROB/P	0.00	53.68	
125-506-581800		Furniture & Equipment		125/28776/ACCT #301136	53.68	
445093728001	Invoice	11/04/2025	125/28774/ACCT #30113665/JUV PROB/P	0.00	21.72	
125-506-581800		Furniture & Equipment		125/28774/ACCT #301136	21.72	
445093730001	Invoice	11/03/2025	125/28773/ACCT #30113665/JUV PROB/P	0.00	41.78	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-506-581800		Furniture & Equipment	125/28773/ACCT #301136		41.78	
445213612001	Invoice	11/11/2025	125/29016/ACCT #30113665/JUV PROB/P	0.00	27.59	
125-506-581800		Furniture & Equipment	125/29016/ACCT #301136		27.59	
445657138001	Invoice	10/23/2025	125/28614/ACCT #30113665/JP #2/PO 52	0.00	59.82	
125-419-530200		Supplies and Stationary	125/28614/ACCT #301136		59.82	
445761457001	Invoice	11/10/2025	125/29018/ACCT #30113665/CO JUDGE/	0.00	317.15	
125-401-531005		Misc Supplies/Director Po	125/29018/ACCT #301136		10.87	
125-440-530200		Supplies and Stationary	125/29018/ACCT #301136		306.28	
445785384001	Invoice	11/08/2025	125/29019/ACCT #30113665/CO JUDGE/	0.00	89.20	
125-401-531005		Misc Supplies/Director Po	125/29019/ACCT #301136		3.06	
125-440-530200		Supplies and Stationary	125/29019/ACCT #301136		86.14	
445785390001	Invoice	11/11/2025	125/29022/ACCT #30113665/CO JUDGE/	0.00	769.93	
125-401-531005		Misc Supplies/Director Po	125/29022/ACCT #301136		26.38	
125-440-530200		Supplies and Stationary	125/29022/ACCT #301136		743.55	
446253695001	Invoice	11/06/2025	125/29021/ACCT #30113665/JP #3/PO 52	0.00	363.17	
125-420-530200		Supplies and Stationary	125/29021/ACCT #301136		363.17	
446253698001	Invoice	11/06/2025	125/29020/ACCT #30113665/JP #3/PO 52	0.00	43.78	
125-420-530200		Supplies and Stationary	125/29020/ACCT #301136		43.78	
446948787001	Invoice	11/12/2025	125/29335/ACCT #30113665/DIST CLERK/	0.00	590.17	
125-417-530200		Supplies and Stationary	125/29335/ACCT #301136		590.17	
447072268001	Invoice	11/17/2025	125/29336/ACCT #30113665/CO JUDGE/	0.00	31.11	
125-401-560800		Equipment & Supplies	125/29336/ACCT #301136		18.22	
125-440-568400		Miscellaneous	125/29336/ACCT #301136		12.89	
447098067001	Invoice	11/18/2025	125/29343/ACCT #30113665/CO JUDGE/	0.00	43.98	
125-401-560800		Equipment & Supplies	125/29343/ACCT #301136		25.76	
125-440-568400		Miscellaneous	125/29343/ACCT #301136		18.22	
447118200001	Invoice	11/19/2025	125/29345/ACCT #30113665/LIB/PO 523	0.00	515.99	
125-537-530200		Supplies and Stationary	125/29345/ACCT #301136		515.99	
447161320001	Invoice	11/18/2025	125/29344/ACCT #30113665/LIB/PO 523	0.00	22.65	
125-537-530200		Supplies and Stationary	125/29344/ACCT #301136		22.65	
447161322001	Invoice	11/19/2025	125/29346/ACCT #30113665/LIB/PO 524	0.00	71.98	
125-537-568400		Miscellaneous	125/29346/ACCT #301136		71.98	
447699722001	Invoice	11/14/2025	125/29337/ACCT #30113665/CO CLERK/P	0.00	260.44	
125-403-530200		Supplies and Stationary	125/29337/ACCT #301136		260.44	
447701342001	Invoice	11/14/2025	125/29338/ACCT #30113665/CO CLERK/P	0.00	16.33	
125-403-530200		Supplies and Stationary	125/29338/ACCT #301136		16.33	
447701343001	Invoice	11/13/2025	125/29339/ACCT #30113665/CO CLERK/P	0.00	21.19	
125-403-530200		Supplies and Stationary	125/29339/ACCT #301136		21.19	
448973551001	Invoice	11/18/2025	125/29347/ACCT #30113665/CO CLERK/P	0.00	131.67	
125-403-530200		Supplies and Stationary	125/29347/ACCT #301136		131.67	
448973604001	Invoice	11/19/2025	125/29348/ACCT #30113665/CO CLERK/P	0.00	80.39	
125-403-530200		Supplies and Stationary	125/29348/ACCT #301136		80.39	
448973605001	Invoice	11/19/2025	125/29349/ACCT #30113665/CO CLERK/P	0.00	13.36	
125-403-530200		Supplies and Stationary	125/29349/ACCT #301136		13.36	
448973606001	Invoice	11/19/2025	125/29350/ACCT #30113665/CO CLERK/P	0.00	62.16	
125-403-530200		Supplies and Stationary	125/29350/ACCT #301136		62.16	
449030660001	Invoice	11/19/2025	125/29351/ACCT #30113665/DA/PO 522	0.00	343.58	
125-416-530200		Supplies and Stationary	125/29351/ACCT #301136		343.58	
449157734001	Invoice	11/20/2025	125/29352/ACCT #30113665/DA/PO 522	0.00	9.39	
125-416-530200		Supplies and Stationary	125/29352/ACCT #301136		9.39	
449157735001	Invoice	11/19/2025	125/29353/ACCT #30113665/DA/PO 522	0.00	15.23	
125-416-530200		Supplies and Stationary	125/29353/ACCT #301136		15.23	
449157740001	Invoice	11/19/2025	125/29354/ACCT #30113665/DA/PO 522	0.00	46.65	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-416-530200	Supplies and Stationary		125/29354/ACCT #301136		46.65	
449157741001	Invoice	11/19/2025	125/29355/ACCT #30113665/DA/PO 522	0.00	24.47	
125-416-530200	Supplies and Stationary		125/29355/ACCT #301136		24.47	
	Void	12/10/2025	Regular	0.00	0.00	1153741
	Void	12/10/2025	Regular	0.00	0.00	1153742
20759	OFFENDERWATCH	12/10/2025	Regular	0.00	3,070.46	1153743

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
66101	Invoice	11/03/2025	125/28914/ACCT #56885/ANNUAL RENE	0.00	3,070.46
125-120-036000	Prepaid Items		125/28914/ACCT #56885/		3,070.46

11964	ON SITE DECALS LLC	12/10/2025	Regular	0.00	1,680.00	1153744

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
18961	Invoice	08/11/2025	125/29076/INV #18961/CONST PCT #4/P	0.00	840.00
125-514-581400	Vehicle		125/29076/INV #18961/C		840.00
18963	Invoice	08/12/2025	125/29077/INV #18963/CONST PCT #4/P	0.00	840.00
125-514-581400	Vehicle		125/29077/INV #18963/C		840.00

20481	ON YOUR WAY STORAGE, LLC	12/10/2025	Regular	0.00	255.00	1153745

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
874	Invoice	11/20/2025	125/29103/RENTAL FOR 3RD FLOOR STOR	0.00	255.00
125-600-581620	Justice Center Modular B		125/29103/RENTAL FOR 3		255.00

00928	O'REILLY AUTO PARTS	12/10/2025	Regular	0.00	1,199.08	1153746

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
0603-26114	Invoice	11/05/2025	110/28869/CUST #1804716/R&B/PO 520	0.00	4.36
110-530-568455	Fleet Operations		110/28869/CUST #180471		4.36
0603-265737	Invoice	11/03/2025	110/28868/CUST #1804716/R&B/PO 520	0.00	9.98
110-530-568455	Fleet Operations		110/28868/CUST #180471		9.98
0603-265865	Invoice	11/04/2025	110/28867/CUST #1804716/R&B/PO 520	0.00	439.62
110-530-568455	Fleet Operations		110/28867/CUST #180471		439.62
0603-266084	Invoice	11/05/2025	125/29144/CUST #1804710/LAW ENF/PO	0.00	45.88
125-518-536400	Parts and Repairs		125/29144/CUST #180471		45.88
0603-266132	Invoice	11/05/2025	110/28870/CUST #1804716/R&B/PO 520	0.00	32.90
110-530-568455	Fleet Operations		110/28870/CUST #180471		32.90
0603-267595	Invoice	11/12/2025	110/28866/CUST #1804716/R&B/PO 521	0.00	29.48
110-530-568455	Fleet Operations		110/28866/CUST #180471		29.48
0603-267624	Invoice	11/12/2025	110/28865/CUST #1804716/R&B/PO 521	0.00	15.78
110-530-568455	Fleet Operations		110/28865/CUST #180471		15.78
0603-267758	Invoice	11/13/2025	110/29070/CUST #1804716/R&B/PO 522	0.00	14.99
110-530-568455	Fleet Operations		110/29070/CUST #180471		14.99
0603-268631	Invoice	11/17/2025	110/29069/CUST #1804716/R&B/PO 522	0.00	30.96
110-530-568455	Fleet Operations		110/29069/CUST #180471		30.96
0603-269395	Invoice	11/21/2025	125/29245/CUST #1804710/LAW ENF/PO	0.00	139.56
125-518-536400	Parts and Repairs		125/29245/CUST #180471		139.56
0603-270062	Invoice	11/24/2025	110/29417/CUST #1804716/R&B/PO 524	0.00	325.60
110-530-568455	Fleet Operations		110/29417/CUST #180471		325.60
0603-270073	Invoice	11/24/2025	110/29419/CUST #1804716/R&B/PO 524	0.00	46.00
110-530-568455	Fleet Operations		110/29419/CUST #180471		46.00
0603-271289	Invoice	12/01/2025	110/29418/CUST #1804716/R&B/PO 524	0.00	63.97
110-530-568455	Fleet Operations		110/29418/CUST #180471		63.97

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.8854	ORIENTAL TRADING CO.,INC.	12/10/2025	Regular	0.00	55.87	1153747

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
73990208301	Invoice	11/14/2025	125/29166/ACCT #29218200/LIB/PO 523	0.00	55.87
125-537-544100	Programming		125/29166/ACCT #292182	55.87	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21705	PAPE-DAWSON ENGINEERS	12/10/2025	Regular	0.00	6,390.00	1153748

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
25111719	Invoice	12/03/2025	110/29463/PROJECT #00042397-010/R&	0.00	6,390.00
110-530-545800	Prof Consult/Flood Plain		110/29463/PROJECT #000	6,390.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18816	PECHUKAS, ROBERT	12/10/2025	Regular	0.00	15.16	1153749

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
111225	Invoice	11/12/2025	125/28812/REIMBURSEMENT FOR PARKI	0.00	15.16
125-401-563055	Train & Conf/Director Poli		125/28812/REIMBURSEM	15.16	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.9966	PERDUE, BRANDON, FIELDER, COLLI	12/10/2025	Regular	0.00	8,223.32	1153750

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
111725	Invoice	11/17/2025	125/29054/ATTY FINES & FEES/OCTOBER/	0.00	8,223.32
125-210-112923	Collection For Others D C		125/29054/ATTY FINES & F	8,223.32	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.9966	PERDUE, BRANDON, FIELDER, COLLI	12/10/2025	Regular	0.00	94.60	1153751

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
16514	Invoice	11/13/2025	125/28995/ATTY FINES & FEES/JP #2/OCT	0.00	94.60
125-210-112972	CAF/JP2		125/28995/ATTY FINES & F	94.60	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18525	PETROLEUM TRADERS CORPORATIO	12/10/2025	Regular	0.00	17,627.76	1153752

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
2135292	Invoice	11/13/2025	110/29228/ACCT #993264/1/R&B/PO 524	0.00	17,627.76
110-530-537501	Fuel		110/29228/ACCT #993264	17,627.76	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02156	PIERCE, CHERYL L	12/10/2025	Regular	0.00	54.60	1153753

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
111825	Invoice	11/18/2025	125/29026/VISITING CRT REPORTER/11.1	0.00	54.60
125-422-543802	Visiting Court Reporters		125/29026/VISITING CRT R	54.60	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
05900	PITNEY BOWES, INC.	12/10/2025	Regular	0.00	770.84	1153754

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
1028142900	Invoice	09/13/2025	125/27399/ACCT #0012748988/TAX/PO 5	0.00	156.75
125-438-531400	Postage		125/27399/ACCT #001274	156.75	
1028441394	Invoice	11/09/2025	125/28965/ACCT #0012748988/POSTAGE	0.00	614.09
125-411-531400	Postage		125/28965/ACCT #001274	614.09	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22282	PIX4D, INC	12/10/2025	Regular	0.00	4,490.00	1153755

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
202508-I-D-US-0	Invoice	08/20/2025	110/29064/REF #202508-Q-D-US-011217	0.00	4,490.00
110-530-547518	Engineering Expenses		110/29064/REF #202508-	4,490.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22418	PLATINUM COPIER SOLUTIONS. LLC	12/10/2025	Regular	0.00	250.00	1153756

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
282929	Invoice	09/09/2025	125/27998/INV #282929/JP #1/PO 52184	0.00	250.00	
125-418-581813		Copier/Printer		125/27998/INV #282929/J	250.00	
01506	POKLUDA, FRANK	12/10/2025	Regular	0.00	420.24	1153757
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
120325	Invoice	12/03/2025	999/29307/REIM INSURANCE PREMIUM/	0.00	420.24	
999-203-111200		Medical Insurance		999/29307/INSURANCE PR	420.24	
05995	PRECISION PRINTING	12/10/2025	Regular	0.00	451.15	1153758
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
25-8033	Invoice	11/01/2025	125/28983/INV #25-8033/CSCD/PO 5234	0.00	117.68	
125-519-581813		Copier/Printer		125/28983/INV #25-8033/	117.68	
25-8034	Invoice	11/01/2025	125/28984/INV #25-8034/CCAL/PO 4581	0.00	37.19	
125-412-581813		Copier/Printer		125/28984/INV #25-8034/	37.19	
25-8035	Invoice	11/01/2025	125/28985/INV #25-8035/CCAL COURTR	0.00	20.00	
125-412-581813		Copier/Printer		125/28985/INV #25-8035/	20.00	
25-8036	Invoice	11/01/2025	125/28986/INV #25-8036/BROOKSHIRE T	0.00	32.97	
125-438-581800		Furniture & Equipment		125/28986/INV #25-8036/	32.97	
25-8037	Invoice	11/01/2025	125/28987/INV #25-8037/HEMPSTEAD TA	0.00	213.31	
125-438-581800		Furniture & Equipment		125/28987/INV #25-8037/	213.31	
25-8038	Invoice	11/01/2025	125/28988/INV #25-8038/JUV PROB/PO 5	0.00	30.00	
125-506-581813		Copier/Printer		125/28988/INV #25-8038/	30.00	
17659	QUADIENT, INC	12/10/2025	Regular	0.00	453.30	1153759
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
Q2080208	Invoice	10/31/2025	125/28804/CUST #00159589/ENVIRONM	0.00	453.30	
125-443-544900		Service Contracts/Repairs		125/28804/CUST #001595	453.30	
17659	QUADIENT, INC	12/10/2025	Regular	0.00	141.11	1153760
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
Q2083507	Invoice	11/02/2025	125/28779/CUST #01159589/SO/PO 4874	0.00	141.11	
125-516-531400		Postage		125/28779/CUST #011595	141.11	
17659	QUADIENT, INC	12/10/2025	Regular	0.00	511.59	1153761
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
Q2003730	Invoice	09/03/2025	125/27001/CUST #01267789/EA/PO 5158	0.00	511.59	
125-434-531400		Postage		125/27001/CUST #012677	511.59	
11238	QUICK LANE TIRE & AUTO CENTER	12/10/2025	Regular	0.00	263.50	1153762
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FOCB107578	Invoice	10/31/2025	125/29143/CUST #63564/LAW ENF/PO 52	0.00	263.50	
125-518-536400		Parts and Repairs		125/29143/CUST #63564/	263.50	
06120	QUILL CORPORATION	12/10/2025	Regular	0.00	1,971.28	1153763
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
46330933	Invoice	10/27/2025	110/28879/ACCT #2893854/R&B/PO 520	0.00	56.09	
110-524-530500		Office & Drafting Supplies		110/28879/ACCT #289385	56.09	
46342199	Invoice	10/27/2025	110/28878/ACCT #2893854/R&B/PO 520	0.00	27.89	
110-524-530500		Office & Drafting Supplies		110/28878/ACCT #289385	27.89	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
46361863	Invoice	10/28/2025	110/28877/ACCT #2893854/R&B/PO 520	0.00	16.99	
110-524-530500	Office & Drafting Supplies		110/28877/ACCT #289385		16.99	
46380052	Invoice	10/29/2025	110/28876/ACCT #2893854/R&B/PO 520	0.00	136.76	
110-524-530500	Office & Drafting Supplies		110/28876/ACCT #289385		136.76	
46381066	Invoice	10/29/2025	110/28875/ACCT #2893854/R&B/PO 521	0.00	27.89	
110-524-530500	Office & Drafting Supplies		110/28875/ACCT #289385		27.89	
46408115	Invoice	10/31/2025	110/28874/ACCT #2893854/R&B/PO 521	0.00	60.78	
110-524-530500	Office & Drafting Supplies		110/28874/ACCT #289385		60.78	
46461960	Invoice	11/05/2025	110/29040/ACCT #2893854/R&B/PO 522	0.00	96.29	
110-524-530500	Office & Drafting Supplies		110/29040/ACCT #289385		96.29	
46476319	Invoice	11/05/2025	110/29039/ACCT #2893854/R&B/PO 522	0.00	27.98	
110-524-530500	Office & Drafting Supplies		110/29039/ACCT #289385		27.98	
46495726	Invoice	11/06/2025	110/29041/ACCT #2893854/R&B/PO 522	0.00	283.89	
110-530-547522	Health, Safety & Hazard		110/29041/ACCT #289385		283.89	
46503255	Invoice	11/07/2025	125/28996/ACCT #3052906/LIB/PO 5222	0.00	17.22	
125-537-544100	Programming		125/28996/ACCT #305290		17.22	
46514668	Invoice	11/07/2025	110/29042/ACCT #2893854/R&B/PO 522	0.00	43.19	
110-524-561005	Janitorial Supplies		110/29042/ACCT #289385		43.19	
46521059	Invoice	11/10/2025	110/29447/ACCT #2893854/R&B/PO 525	0.00	96.29	
110-524-530500	Office & Drafting Supplies		110/29447/ACCT #289385		96.29	
46571728	Invoice	11/12/2025	110/29223/ACCT #2893854/R&B/PO 523	0.00	30.86	
110-524-530500	Office & Drafting Supplies		110/29223/ACCT #289385		30.86	
46598090	Invoice	11/14/2025	110/29451/ACCT #2893854/R&B/PO 525	0.00	28.49	
110-530-547518	Engineering Expenses		110/29451/ACCT #289385		28.49	
46648474	Invoice	11/18/2025	110/29448/ACCT #2893854/R&B/PO 525	0.00	249.99	
110-530-547522	Health, Safety & Hazard		110/29448/ACCT #289385		249.99	
46649460	Invoice	11/18/2025	110/29449/ACCT #2893854/R&B/PO 525	0.00	13.99	
110-524-530500	Office & Drafting Supplies		110/29449/ACCT #289385		13.99	
46668768	Invoice	11/19/2025	110/29450/ACCT #2893854/R&B/PO 525	0.00	232.18	
110-524-530500	Office & Drafting Supplies		110/29450/ACCT #289385		232.18	
46724672	Invoice	11/24/2025	125/29321/ACCT #8732877/COMM #4/P	0.00	296.11	
125-401-531004	Misc. Supplies/Comm#4		125/29321/ACCT #873287		296.11	
46725243	Invoice	11/24/2025	125/29320/ACCT #8732877/FM/PO 5251	0.00	179.98	
125-509-581800	Furniture & Equipment		125/29320/ACCT #873287		179.98	
46776557	Invoice	12/01/2025	125/29446/ACCT #6339342/SO/PO 52486	0.00	48.42	
125-516-530200	Supplies and Stationary		125/29446/ACCT #633934		48.42	
T.13454	RALSTON JR., OWEN	12/10/2025	Regular	0.00	700.00	1153764
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
111725	Invoice	11/17/2025	125/29051/ATTY FINES & FEES/OCTOBER/	0.00	700.00	
125-210-112923	Collection For Others D C		125/29051/ATTY FINES & F		700.00	
17685	RAMIREZ, ROBERTO	12/10/2025	Regular	0.00	1,106.00	1153765
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
20251117TRI	Invoice	11/17/2025	125/29043/INTERPRETER/JP #2/11.17.25/	0.00	450.00	
125-422-566505	Interpreter Services		125/29043/INTERPRETER/		450.00	
20251121TRI	Invoice	11/21/2025	125/29171/INTERPRETER/CAUSE # 25-07-	0.00	656.00	
125-422-566505	Interpreter Services		125/29171/INTERPRETER/		656.00	
02055	RECOVERY MONITORING	12/10/2025	Regular	0.00	2,507.00	1153766

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
10163314	Invoice	10/31/2025	125/28846/ACCT #2079353508/506TH AP	0.00	186.00	
125-422-567111	Sober-Link		125/28846/ACCT #207935		186.00	
10163316	Invoice	10/31/2025	125/28852/ACCT #2079353508/506TH AP	0.00	275.00	
125-422-567110	SCRAM/Monitoring		125/28852/ACCT #207935		275.00	
10163318	Invoice	10/31/2025	125/28850/ACCT #2079353508/506TH AP	0.00	341.00	
125-422-567110	SCRAM/Monitoring		125/28850/ACCT #207935		341.00	
10163319	Invoice	10/31/2025	125/28847/ACCT #2079353508/506TH AP	0.00	341.00	
125-422-567110	SCRAM/Monitoring		125/28847/ACCT #207935		341.00	
10163320	Invoice	10/31/2025	125/28853/ACCT #2079353508/506TH AP	0.00	341.00	
125-422-567110	SCRAM/Monitoring		125/28853/ACCT #207935		341.00	
10163321	Invoice	10/31/2025	125/28849/ACCT #2079353508/506TH AP	0.00	341.00	
125-422-567110	SCRAM/Monitoring		125/28849/ACCT #207935		341.00	
10163322	Invoice	10/31/2025	125/28848/ACCT #2079353508/506TH AP	0.00	341.00	
125-422-567110	SCRAM/Monitoring		125/28848/ACCT #207935		341.00	
10163323	Invoice	10/31/2025	125/28851/ACCT #2079353508/506TH AP	0.00	341.00	
125-422-567110	SCRAM/Monitoring		125/28851/ACCT #207935		341.00	
11846	REPUBLIC SERVICES #473 *	12/10/2025	Regular	0.00	143.46	1153767
0473-000531183	Invoice	11/26/2025	125/29407/ACCT #3-0473-0004704/COM	0.00	143.46	
125-411-542600	Utilities		125/29407/ACCT #3-0473-		143.46	
11846	REPUBLIC SERVICES #473 *	12/10/2025	Regular	0.00	984.71	1153768
0473-000531261	Invoice	11/26/2025	125/29406/ACCT #3-0473-0013302/ANNE	0.00	984.71	
125-411-542600	Utilities		125/29406/ACCT #3-0473-		984.71	
11846	REPUBLIC SERVICES #473 *	12/10/2025	Regular	0.00	444.83	1153769
0473-000531331	Invoice	11/26/2025	125/29409/ACCT #3-0473-0013616/ANNE	0.00	444.83	
125-411-542600	Utilities		125/29409/ACCT #3-0473-		444.83	
11846	REPUBLIC SERVICES #473 *	12/10/2025	Regular	0.00	344.58	1153770
0473-000531332	Invoice	11/26/2025	125/29408/ACCT #3-0473-0013617/ANNE	0.00	344.58	
125-411-542600	Utilities		125/29408/ACCT #3-0473-		344.58	
14381	RICOH USA, INC.	12/10/2025	Regular	0.00	30.90	1153771
5072391700	Invoice	12/01/2025	125/29323/CUST #12569042/COMM CEN	0.00	30.90	
125-405-581813	Copier/Printer		125/29323/CUST #125690		30.90	
14381	RICOH USA, INC.	12/10/2025	Regular	0.00	51.68	1153772
5072391422	Invoice	12/01/2025	125/29322/CUST#12569042/FM/PO 5251	0.00	51.68	
125-509-581813	Copier/Printer		125/29322/CUST#125690		51.68	
14381	RICOH USA, INC.	12/10/2025	Regular	0.00	74.09	1153773

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
5072262326	Invoice	11/01/2025	125/28672/CUST #12569042/FM/PO 522	0.00	74.09	
125-509-581813	Copier/Printer		125/28672/CUST #125690		74.09	
21047	RITE OF PASSAGE, INC.	12/10/2025	Regular	0.00	9,245.00	1153774
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
I-49288	Invoice	10/31/2025	125/29149/CUST ID #00517/JUV PROB/P	0.00	9,245.00	
125-507-565510	Long Term Detention (TJJ		125/29149/CUST ID #0051		9,245.00	
19516	ROCA CLEANING SERVICES	12/10/2025	Regular	0.00	900.00	1153775
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
033943	Invoice	10/13/2025	125/28856/CLEANING/10.13 & 10.14/MA	0.00	300.00	
125-442-545400	Contract Labor		125/28856/CLEANING/10.		300.00	
033944	Invoice	10/22/2025	125/28857/CLEANING EA/OCT & NOV/M	0.00	600.00	
125-442-545400	Contract Labor		125/28857/CLEANING EA/		600.00	
01406	ROMCO EQUIPMENT COMPANY	12/10/2025	Regular	0.00	1,152.50	1153776
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110241270	Invoice	11/10/2025	110/29072/CUST #93834/R&B/PO 52253	0.00	1,152.50	
110-530-568455	Fleet Operations		110/29072/CUST #93834/		1,152.50	
20698	ROWDY HAACK	12/10/2025	Regular	0.00	350.00	1153777
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111725	Invoice	11/17/2025	125/29053/ATTY FINES & FEES/OCTOBER/	0.00	350.00	
125-210-112923	Collection For Others D C		125/29053/ATTY FINES & F		350.00	
16591	RUGGED DEPOT	12/10/2025	Regular	0.00	3,935.11	1153778
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
88599	Invoice	10/30/2025	125/28999/CUST #C15492/CONST PCT #2	0.00	3,935.11	
125-512-581810	Equipment		125/28999/CUST #C15492		3,935.11	
06600	SAN BERNARD ELECTRIC CO-OP	12/10/2025	Regular	0.00	456.03	1153779
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111925	Invoice	11/19/2025	125/29211/ACCT #4301400/COMM CENT	0.00	456.03	
125-411-542600	Utilities		125/29211/ACCT #430140		456.03	
06680	SCHMIDT FUNERAL HOME	12/10/2025	Regular	0.00	1,175.00	1153780
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
101425	Invoice	10/14/2025	125/28030/TRANSPORT TO FORT BEND M	0.00	1,175.00	
125-423-540705	Transport To Morgue		125/28030/TRANSPORT T		1,175.00	
06721	SCOTT-MERRIMAN, INC.	12/10/2025	Regular	0.00	3,135.90	1153781
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
076306	Invoice	11/06/2025	115/28803/INV #076306/CO CLERK/PO 5	0.00	1,945.90	
115-426-545512	Records Preservation		115/28803/INV #076306/		1,945.90	
076361	Invoice	11/20/2025	125/29087/INV #076361/CO CLERK/PO 5	0.00	1,190.00	
125-403-530200	Supplies and Stationary		125/29087/INV #076361/		1,190.00	
13697	SE DISTRICT 9 EAFCS	12/10/2025	Regular	0.00	160.00	1153782

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2026 - C. COFIEL	Invoice	11/25/2025	125/29184/2026 SE D9 EAFCS DUES/ C. C	0.00	160.00	
125-120-036000	Prepaid Items		125/29184/2026 SE D9 EA		160.00	
21256	SIKES, ANDREW LONNIE	12/10/2025	Regular	0.00	892.47	1153783
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
112425	Invoice	11/24/2025	110/29237REIMBURSE TACERA CONF/10.	0.00	892.47	
110-524-563000	Training & Conference Ex		110/29237REIMBURSE TA		892.47	
T.14673	SIMON, DANIELLE	12/10/2025	Regular	0.00	861.28	1153784
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
112125	Invoice	11/21/2025	125/29105/REIMBURSEMENT/ 2 TV'S AN	0.00	861.28	
125-537-581800	Furniture & Equipment		125/29105/REIMBURSEM		861.28	
21403	SOUTH TEXAS TACK LLC	12/10/2025	Regular	0.00	407.35	1153785
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
030725	Invoice	03/07/2025	125/29067/RECEIPT #387162/SO/PO 522	0.00	407.35	
125-516-545911	Estray		125/29067/RECEIPT #3871		407.35	
11315	SOUTHERN TIRE MART	12/10/2025	Regular	0.00	358.46	1153786
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
4590171436	Invoice	11/12/2025	125/29146/CUST #0574626/LAW ENF/PO	0.00	358.46	
125-518-536400	Parts and Repairs		125/29146/CUST #057462		358.46	
07555	TAC SECURITY	12/10/2025	Regular	0.00	495.00	1153787
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
25 1116 11	Invoice	11/01/2025	125/28600/ACCT #03 13 5313 DVR 1116/J	0.00	225.00	
125-419-568426	Office Security		125/28600/ACCT #03 13 5		225.00	
25 5223 11	Invoice	11/01/2025	125/28606/ACCT #03 13 5223/EA/PO 466	0.00	270.00	
125-434-568426	Office Security		125/28606/ACCT #03 13 5		270.00	
17815	TACOT INC	12/10/2025	Regular	0.00	4,725.00	1153788
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
35410	Invoice	11/18/2025	110/29071/INV #35410/R&B/PO 52247	0.00	4,725.00	
110-530-587505	Road Materials		110/29071/INV #35410/R		4,725.00	
T.12341	TDCAA	12/10/2025	Regular	0.00	500.00	1153789
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
280867	Invoice	11/21/2025	125/29147/PROSECUTOR CONF/S. WHITT	0.00	500.00	
125-416-563000	Training & Conference Ex		125/29147/PROSECUTOR		500.00	
22350	TEDSI INFRASTRUCTURE GROUP	12/10/2025	Regular	0.00	75,876.50	1153790
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
203265-4	Invoice	11/03/2025	605/28703/PROJECT #2025-2183-01/C.C.	0.00	75,876.50	
605-605-545405	Professional Services		605/28703/PROJECT #202		75,876.50	
T.14956	TEXAS ASSOCIATION FOR COURT AD	12/10/2025	Regular	0.00	75.00	1153791

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
07177	Invoice	12/02/2025	125/29328/2026 TACA MEMBERSHIP/A.	0.00	75.00	
125-120-036000	Prepaid Items		125/29328/2026 TACA ME		75.00	
T.8893	TEXAS DEPARTMENT OF LICENSING	12/10/2025	Regular	0.00	20.00	1153792
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
112025	Invoice	11/20/2025	125/29089/ELEVATOR FEE/JUSTICE CENTE	0.00	20.00	
125-411-545001	Maintenance Contracts		125/29089/ELEVATOR FEE/		20.00	
01286	TEXAS DEPARTMENT OF STATE HEA	12/10/2025	Regular	0.00	172.02	1153793
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2026848	Invoice	11/03/2025	125/28889/REMOTE BIRTH ACCESS/OCT	0.00	172.02	
125-210-112934	ST/Birth Cert/SR		125/28889/REMOTE BIRT		172.02	
21743	TEXAS PATCHER, LLC	12/10/2025	Regular	0.00	2,354.00	1153794
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
112525	Invoice	11/25/2025	110/29224/INV #112525/R&B/PO 52455	0.00	2,354.00	
110-530-568455	Fleet Operations		110/29224/INV #112525/		2,354.00	
21010	TEXAS PRIDE DISPOSAL SOLUTIONS,	12/10/2025	Regular	0.00	45.67	1153795
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
002017642	Invoice	11/11/2025	125/29008/CUST #10-0104577 1/LIB	0.00	45.67	
125-411-542600	Utilities		125/29008/CUST #10-010		45.67	
T.10854	TEXAS PUBLIC HEALTH ASSOC. (TPH.	12/10/2025	Regular	0.00	250.00	1153796
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
200007173	Invoice	11/14/2025	125/28916/DSHS VITAL CONF REG/S. TO	0.00	250.00	
125-403-563000	Training & Conference Ex		125/28916/DSHS VITAL CO		250.00	
21012	TEXAS STAR TRANSPORT, LLC	12/10/2025	Regular	0.00	77,820.02	1153797
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
26961	Invoice	11/20/2025	110/29199/INV #26961/R&B/PO 52398	0.00	3,228.13	
110-530-587500	Road Material & Contract		110/29199/INV #26961/R		3,228.13	
26962	Invoice	11/21/2025	110/29197/INV #26962/R&B/PO 52398	0.00	1,595.16	
110-530-587500	Road Material & Contract		110/29197/INV #26962/R		1,595.16	
26963	Invoice	11/24/2025	110/29204/INV #26963/R&B/PO 52398	0.00	3,196.63	
110-530-587500	Road Material & Contract		110/29204/INV #26963/R		3,196.63	
26967	Invoice	12/02/2025	110/29453/INV #26967/R&B/PO 52495	0.00	2,357.78	
110-530-587500	Road Material & Contract		110/29453/INV #26967/R		2,357.78	
27302	Invoice	12/02/2025	110/29452/INV #27302/R&B/PO 52495	0.00	1,641.47	
110-530-587500	Road Material & Contract		110/29452/INV #27302/R		1,641.47	
27384	Invoice	11/06/2025	110/28790/INV #27384/R&B/PO 52079	0.00	3,317.60	
110-530-587505	Road Materials		110/28790/INV #27384/R		3,317.60	
27385	Invoice	11/07/2025	110/28792/INV #27385/R&B/PO 52079	0.00	1,676.12	
110-530-587505	Road Materials		110/28792/INV #27385/R		1,676.12	
27387	Invoice	11/11/2025	110/29195/INV #27387/R&B/PO 52265	0.00	3,322.63	
110-530-587500	Road Material & Contract		110/29195/INV #27387/R		3,322.63	
27388	Invoice	11/12/2025	110/28784/INV #27388/R&B/PO 52144	0.00	3,362.95	
110-530-587505	Road Materials		110/28784/INV #27388/R		3,362.95	
27389	Invoice	11/13/2025	110/29058/INV #27389/R&B/PO 52242	0.00	3,322.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-587505	Road Materials		110/29058/INV #27389/R		3,322.00	
27394	Invoice	11/20/2025	110/29201/INV #27394/R&B/PO 52398	0.00	1,665.09	
110-530-587500	Road Material & Contract		110/29201/INV #27394/R		1,665.09	
27396	Invoice	11/21/2025	110/29196/INV #27396/R&B/PO 52398	0.00	3,369.24	
110-530-587500	Road Material & Contract		110/29196/INV #27396/R		3,369.24	
27397	Invoice	11/24/2025	110/29205/INV #27397/R&B/PO 52398	0.00	3,345.94	
110-530-587500	Road Material & Contract		110/29205/INV #27397/R		3,345.94	
27494	Invoice	11/06/2025	110/28787/INV #27494/R&B/PO 52079	0.00	3,228.44	
110-530-587505	Road Materials		110/28787/INV #27494/R		3,228.44	
27495	Invoice	11/07/2025	110/28794/INV #27495/R&B/PO 52079	0.00	1,589.18	
110-530-587505	Road Materials		110/28794/INV #27495/R		1,589.18	
27496	Invoice	11/10/2025	110/28795/INV #27496/R&B/PO 52079	0.00	769.86	
110-530-587505	Road Materials		110/28795/INV #27496/R		769.86	
27497	Invoice	11/11/2025	110/28791/INV #27497/R&B/PO 52079	0.00	1,618.16	
110-530-587505	Road Materials		110/28791/INV #27497/R		1,618.16	
27498	Invoice	11/12/2025	110/28785/INV #27498/R&B/PO 52144	0.00	1,599.26	
110-530-587505	Road Materials		110/28785/INV #27498/R		1,599.26	
27584	Invoice	11/06/2025	110/28788/INV #27584/R&B/PO 52079	0.00	3,258.06	
110-530-587505	Road Materials		110/28788/INV #27584/R		3,258.06	
27585	Invoice	11/07/2025	110/28781/INV #27585/R&B/PO 52079	0.00	2,487.56	
110-530-587505	Road Materials		110/28781/INV #27585/R		2,487.56	
27590	Invoice	11/20/2025	110/29202/INV #27590/R&B/PO 52398	0.00	2,490.09	
110-530-587500	Road Material & Contract		110/29202/INV #27590/R		2,490.09	
27592	Invoice	11/24/2025	110/29206/INV #27592/R&B/PO 52398	0.00	2,495.76	
110-530-587500	Road Material & Contract		110/29206/INV #27592/R		2,495.76	
27717	Invoice	11/06/2025	110/28782/INV #27717/R&B/PO 52079	0.00	3,047.63	
110-530-587505	Road Materials		110/28782/INV #27717/R		3,047.63	
27718	Invoice	11/07/2025	110/28793/INV #27718/R&B/PO 52079	0.00	2,291.64	
110-530-587505	Road Materials		110/28793/INV #27718/R		2,291.64	
27719	Invoice	11/10/2025	110/28783/INV #27719/R&B/PO 52079	0.00	3,027.79	
110-530-587505	Road Materials		110/28783/INV #27719/R		3,027.79	
27720	Invoice	11/11/2025	110/28789/INV #27720/R&B/PO 52079	0.00	3,049.20	
110-530-587505	Road Materials		110/28789/INV #27720/R		3,049.20	
27721	Invoice	11/12/2025	110/28786/INV #27721/R&B/PO 52079	0.00	760.41	
110-530-587505	Road Materials		110/28786/INV #27721/R		760.41	
27728	Invoice	11/20/2025	110/29200/INV #27728/R&B/PO 52398	0.00	1,534.05	
110-530-587500	Road Material & Contract		110/29200/INV #27728/R		1,534.05	
27730	Invoice	11/21/2025	110/29198/INV #27730/R&B/PO 52398	0.00	3,124.50	
110-530-587500	Road Material & Contract		110/29198/INV #27730/R		3,124.50	
27731	Invoice	11/24/2025	110/29203/INV #27731/R&B/PO 52398	0.00	3,070.62	
110-530-587500	Road Material & Contract		110/29203/INV #27731/R		3,070.62	
27734	Invoice	12/02/2025	110/29454/INV #27734/R&B/PO 52495	0.00	2,977.07	
110-530-587500	Road Material & Contract		110/29454/INV #27734/R		2,977.07	
	Void	12/10/2025	Regular	0.00	0.00	1153798
21005	THE RANDLE LAW OFFICE	12/10/2025	Regular	0.00	1,680.00	1153799
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
7306	Invoice	11/03/2025	125/28844/INV #7306/C.C. 11.19.25	0.00	1,680.00	
125-411-540300	Legal		125/28844/INV #7306/C.C		1,680.00	
16427	THE WALLER COUNTY EXPRESS	12/10/2025	Regular	0.00	737.50	1153800

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110525	Invoice	11/05/2025	125/28824/NOTICE OF ELECTION/10.28.2	0.00	230.00	
125-434-544200	Legal Publication		125/28824/NOTICE OF ELE		230.00	
110525-1	Invoice	11/05/2025	125/28859/HALLOWEEN AD/SHERIFF SAL	0.00	507.50	
125-401-544100	Bid Notices and Printing		125/28859/HALLOWEEN A		507.50	
22484	THORNTON, JAMES	12/10/2025	Regular	0.00	35.02	1153801
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
120325	Invoice	12/03/2025	999/29308/REIMBURSE INSURANCE PRE	0.00	35.02	
999-203-111200	Medical Insurance		999/29308/REIMBURSE IN		35.02	
17809	TISA SOFTWARE	12/10/2025	Regular	0.00	364.00	1153802
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2085	Invoice	12/01/2025	125/29243/DECEMBER SPEED TESTING/C.	0.00	364.00	
125-401-540900	Prof Consultant Services		125/29243/DECEMBER SP		364.00	
20749	TRANTEX TRANSPORTATION PRODU	12/10/2025	Regular	0.00	5,000.00	1153803
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
0035820	Invoice	10/31/2025	110/28862/INV #0035820/R&B/PO 52142	0.00	5,000.00	
110-524-587525	911 Address Signs		110/28862/INV #0035820		5,000.00	
22093	TRILOGY ENGINEERING SERVICES LL	12/10/2025	Regular	0.00	15,450.00	1153804
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
25-001.005	Invoice	10/09/2025	605/28704/PROJECT #25-001.005/C.C. 11	0.00	15,450.00	
605-605-545405	Professional Services		605/28704/PROJECT #25-0		15,450.00	
17680	TRINICOM COMMUNICATIONS. LLC	12/10/2025	Regular	0.00	341.09	1153805
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
59191	Invoice	12/01/2025	125/29229/JUSTICE CENTER/DECEMBER	0.00	233.60	
125-411-542501	Telephone/Equip & Svc		125/29229/JUSTICE CENTE		233.60	
59192	Invoice	12/01/2025	125/29230/FAX LINE/SO	0.00	107.49	
125-411-542501	Telephone/Equip & Svc		125/29230/FAX LINE/SO		107.49	
18352	TRINITY SERVICES GROUP INC.	12/10/2025	Regular	0.00	47,680.78	1153806
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
3033500340	Invoice	10/16/2025	125/29150/CUST #F303350000/INMATE	0.00	5,978.60	
125-505-563800	Groceries		125/29150/CUST #F30335		5,978.60	
3033500341	Invoice	10/24/2025	125/29151/CUST #F303350000/INMATE	0.00	5,974.59	
125-505-563800	Groceries		125/29151/CUST #F30335		5,974.59	
3033500342	Invoice	10/30/2025	125/29152/CUST #F303350000/INMATE	0.00	5,955.89	
125-505-563800	Groceries		125/29152/CUST #F30335		5,955.89	
3033500343	Invoice	10/30/2025	125/29153/CUST #F303350000/INMATE	0.00	3,346.04	
125-505-563800	Groceries		125/29153/CUST #F30335		3,346.04	
3033500344	Invoice	11/07/2025	125/29154/CUST #F303350000/INMATE	0.00	5,665.99	
125-505-563800	Groceries		125/29154/CUST #F30335		5,665.99	
3033500345	Invoice	11/14/2025	125/29155/CUST #F303350000/INMATE	0.00	5,606.41	
125-505-563800	Groceries		125/29155/CUST #F30335		5,606.41	
3033500346	Invoice	11/21/2025	125/29156/CUST #F303350000/INMATE	0.00	5,588.30	
125-505-563800	Groceries		125/29156/CUST #F30335		5,588.30	
3033500347	Invoice	11/27/2025	125/29443/CUST #F303350000/INMATE	0.00	5,807.74	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-505-563800	Groceries		125/29443/CUST #F30335		5,807.74	
3033500348	Invoice	11/27/2025	125/29444/CUST #F303350000/INMATE	0.00	3,433.42	
125-505-563800	Groceries		125/29444/CUST #F30335		3,433.42	
3033500349	Invoice	11/28/2025	125/29445/CUST #F303350000/INMATE	0.00	323.80	
125-505-563800	Groceries		125/29445/CUST #F30335		323.80	
22416	TURNER, SUMAR	12/10/2025	Regular	0.00	160.00	1153807
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
110625	Invoice	11/06/2025	125/28806/TDCA CLERK CONF/10.14 - 10.	0.00	160.00	
125-417-563000	Training & Conference Ex		125/28806/TDCA CLERK C		160.00	
02212	TYLER TECHNOLOGIES, INC *	12/10/2025	Regular	0.00	91,511.33	1153808
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
020-165064	Invoice	11/01/2025	125/28717/CUST#41430/SO	0.00	47,696.17	
125-120-036000	Prepaid Items		125/28717/CUST#41430/S		43,721.49	
125-411-545004	Odyssey		125/28717/CUST#41430/S		3,974.68	
020-165064-SO-2	Invoice	11/01/2025	125/28717/CUST#41430/SO	0.00	2,825.16	
125-120-036000	Prepaid Items		125/28717/CUST#41430/S		2,825.16	
070-111546	Invoice	07/30/2025	125/25792/CUST #41430/ORION COLLEC	0.00	40,990.00	
125-120-036000	Prepaid Items		125/25792/CUST #41430/		40,990.00	
T.7358	ULINE SHIPPING SUPPLY	12/10/2025	Regular	0.00	2,897.87	1153809
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
199663909	Invoice	10/23/2025	125/28622/CUST #16137620/BUILD MAI	0.00	2,897.87	
125-442-544400	Facility Renovations		125/28622/CUST #161376		2,897.87	
19416	UNITED STATES MARSHALS SERVICE	12/10/2025	Regular	0.00	3,968.00	1153810
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
12792	Invoice	11/01/2025	125/28957/ACCT #180955/SO/PO 52136	0.00	3,968.00	
125-516-543600	Out Of State Travel		125/28957/ACCT #180955		3,968.00	
01667	UNITED STATES POST OFFICE	12/10/2025	Regular	0.00	370.00	1153811
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
102725	Invoice	10/27/2025	125/28825/PERMIT 2001 PERMIT FEE/EA	0.00	370.00	
125-434-531400	Postage		125/28825/PERMIT 2001		370.00	
13115	UNITED STATES POSTAL SERVICE	12/10/2025	Regular	0.00	300.00	1153812
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
111325	Invoice	11/13/2025	125/28834/POSTAGE/CONST PCT #4	0.00	300.00	
125-514-531400	Postage		125/28834/POSTAGE/CON		300.00	
22336	URSA DYNAMICS LLC	12/10/2025	Regular	0.00	24,150.00	1153813
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
1004	Invoice	11/11/2025	125/28808/INV #1004/C.C. 11.19.2025	0.00	24,150.00	
125-411-540300	Legal		125/28808/INV #1004/C.C		24,150.00	
17856	VANISH DOCUMENT SHREDDING, IN	12/10/2025	Regular	0.00	80.00	1153814
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
79310	Invoice	11/25/2025	125/29441/INV #79310/SO/PO 52482	0.00	80.00	
125-516-568400	Miscellaneous		125/29441/INV #79310/S		80.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19448	VERIZON	12/10/2025	Regular	0.00	299.00	1153815

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
6128223161	Invoice	11/10/2025	125/29001/ACCT #842540596-00001/CC	0.00	299.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-411-542502	Internet Service		125/29001/ACCT #842540	299.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12617	VERIZON	12/10/2025	Regular	0.00	199.95	1153816

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
6128041811	Invoice	11/09/2025	125/29000/ACCT #321907708-1/CONST P	0.00	199.95

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-512-581816	Air Card/Wireless		125/29000/ACCT #321907	199.95

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02257	VOSS LIGHTING	12/10/2025	Regular	0.00	2,907.40	1153817

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
44154032-01	Invoice	10/24/2025	125/28573/CUST #1020246/BUILD MAINT	0.00	868.40

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-530100	Supplies		125/28573/CUST #102024	868.40

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
44154083-00	Invoice	10/23/2025	125/28360/CUST #1020246/BUILD MAINT	0.00	2,039.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-530100	Supplies		125/28360/CUST #102024	2,039.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.12873	WADE SPRINKLERS	12/10/2025	Regular	0.00	5,195.00	1153818

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
101625	Invoice	10/16/2025	125/28680/INSTALL BACKFLOW VALVE/M	0.00	720.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-545400	Contract Labor		125/28680/INSTALL BACKF	720.00

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
102425	Invoice	10/24/2025	125/28681/BACKFLOW TESTING/COURTH	0.00	4,475.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-442-545400	Contract Labor		125/28681/BACKFLOW TE	4,475.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.7863	WAKEFIELD BRIDGE, INC	12/10/2025	Regular	0.00	10,000.00	1153819

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
1319	Invoice	12/01/2025	110/29437/INV #1319/R&B/PO 52477	0.00	10,000.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-590000	Bridge Replacement		110/29437/INV #1319/R&	10,000.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22479	WALKER, TAMMY	12/10/2025	Regular	0.00	150.00	1153820

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
112525	Invoice	11/25/2025	125/29173/SECURITY DEPOSIT/COMM CT	0.00	150.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-210-111510	Security Deposit/Comm C		125/29173/SECURITY DEP	150.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.9133	WALLER COUNTY ASPHALT, INC.	12/10/2025	Regular	0.00	113,398.80	1153821

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
30084	Invoice	10/14/2025	110/29073/INV #30084/R&B/PO 52254	0.00	9,698.70

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-587505	Road Materials		110/29073/INV #30084/R	9,698.70

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
30188	Invoice	10/30/2025	110/29420/INV #30188/R&B/PO 52463	0.00	38,824.60

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-587500	Road Material & Contract		110/29420/INV #30188/R	38,824.60

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
30229	Invoice	11/06/2025	110/28777/INV #30229/R&B/PO 52146	0.00	27,328.65

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-587505	Road Materials		110/28777/INV #30229/R	27,328.65

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
30237	Invoice	11/07/2025	110/28778/INV #30229/R&B/PO 52146	0.00	37,546.85

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-587505	Road Materials		110/28778/INV #30229/R	37,546.85

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
08284	WALLER COUNTY BUTANE	12/10/2025	Regular	0.00	359.00	1153822

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
2067	Invoice	11/12/2025	110/28801/INV #2067/R&B/PO 52081	0.00	307.90

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
110-530-568455	Fleet Operations		110/28801/INV #2067/R&	307.90

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
208424	Invoice	11/12/2025	110/29063/INV #208424/R&B/PO 52249	0.00	51.10

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-568455	Fleet Operations		110/29063/INV #208424/		51.10	
11588	WALLER COUNTY CHILD WELFARE C	12/10/2025	Regular	0.00	576.00	1153823
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
102725	Invoice	10/27/2025	125/28887/JUROR DONATIONS/10.27.25/	0.00	156.00	
125-414-566500	Petit Jurors		125/28887/JUROR DONATI		156.00	
102725-1	Invoice	10/27/2025	125/28886/JUROR DONATIONS/10.27.25/	0.00	280.00	
125-414-566500	Petit Jurors		125/28886/JUROR DONATI		280.00	
111725	Invoice	11/17/2025	125/29055/JUROR DONATIONS/JP #2/11.	0.00	140.00	
125-415-566500	Petit Jurors		125/29055/JUROR DONATI		140.00	
19444	WALLER COUNTY FEED	12/10/2025	Regular	0.00	611.75	1153824
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
008359	Invoice	11/19/2025	125/29025/CUST #012211/SO/PO 51988	0.00	204.16	
125-516-545911	Estray		125/29025/CUST #012211		204.16	
008379	Invoice	11/21/2025	125/29180/CUST #012211/SO	0.00	222.41	
125-516-545911	Estray		125/29180/CUST #012211		222.41	
008382/008385	Invoice	11/25/2025	125/29186/CUST #012211/SO	0.00	83.83	
125-516-545911	Estray		125/29186/CUST #012211		83.83	
008389	Invoice	12/01/2025	125/29362/CUST #012211/SO	0.00	101.35	
125-516-545911	Estray		125/29362/CUST #012211		101.35	
T.10401	WALLER COUNTY PAINT & BODY SH	12/10/2025	Regular	0.00	4,087.12	1153825
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
53145	Invoice	11/03/2025	125/29135/OIL CHANGE/UNIT #181/LAW	0.00	52.50	
125-518-536400	Parts and Repairs		125/29135/OIL CHANGE/U		52.50	
53149	Invoice	11/13/2025	125/29131/WATER PUMP/UNIT #C139/LA	0.00	1,403.87	
125-518-536400	Parts and Repairs		125/29131/WATER PUMP/		1,403.87	
53158	Invoice	11/04/2025	125/29139/OIL CHANGE/UNIT #113/LAW	0.00	51.50	
125-518-536400	Parts and Repairs		125/29139/OIL CHANGE/U		51.50	
53159	Invoice	11/04/2025	125/29140/OIL CHANGE/UNIT #DA1377/L	0.00	72.00	
125-518-536400	Parts and Repairs		125/29140/OIL CHANGE/U		72.00	
53165	Invoice	11/05/2025	125/29137/OIL CHANGE/UNIT #185/LAW	0.00	59.00	
125-518-536400	Parts and Repairs		125/29137/OIL CHANGE/U		59.00	
53166	Invoice	11/05/2025	125/29138/OIL CHANGE/UNIT #132/LAW	0.00	71.50	
125-518-536400	Parts and Repairs		125/29138/OIL CHANGE/U		71.50	
53170	Invoice	11/06/2025	125/29136/OIL CHANGE/UNIT #160/LAW	0.00	72.00	
125-518-536400	Parts and Repairs		125/29136/OIL CHANGE/U		72.00	
53175	Invoice	11/06/2025	125/29142/OIL CHANGE/UNIT #104/LAW	0.00	51.50	
125-518-536400	Parts and Repairs		125/29142/OIL CHANGE/U		51.50	
53207	Invoice	11/13/2025	125/29129/OIL CHANGE/UNIT #148/LAW	0.00	414.50	
125-518-536400	Parts and Repairs		125/29129/OIL CHANGE/U		414.50	
53211	Invoice	11/12/2025	125/29134/OIL CHANGE/UNIT #202/LAW	0.00	92.00	
125-518-536400	Parts and Repairs		125/29134/OIL CHANGE/U		92.00	
53212	Invoice	11/12/2025	125/29133/OIL CHANGE/UNIT #133/LAW	0.00	101.50	
125-518-536400	Parts and Repairs		125/29133/OIL CHANGE/U		101.50	
53219	Invoice	11/13/2025	125/29132/OIL CHANGE/UNIT #299/LAW	0.00	107.00	
125-518-536400	Parts and Repairs		125/29132/OIL CHANGE/U		107.00	
53220	Invoice	11/13/2025	125/29127/OIL CHANGE/UNIT #147/LAW	0.00	107.00	
125-518-536400	Parts and Repairs		125/29127/OIL CHANGE/U		107.00	
53221	Invoice	11/13/2025	125/29128/OIL CHANGE/UNIT #127/LAW	0.00	101.50	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-518-536400	Parts and Repairs		125/29128/OIL CHANGE/U		101.50	
53225	Invoice	11/13/2025	125/29130/OIL CHANGE/UNIT #161/LAW	0.00	107.00	
125-518-536400	Parts and Repairs		125/29130/OIL CHANGE/U		107.00	
53248	Invoice	11/17/2025	125/29257/OIL CHANGE/UNIT #205/LAW	0.00	122.00	
125-518-536400	Parts and Repairs		125/29257/OIL CHANGE/U		122.00	
53254	Invoice	11/19/2025	125/29252/BRAKE PADS/UNIT #158/LAW	0.00	380.00	
125-518-536400	Parts and Repairs		125/29252/BRAKE PADS/U		380.00	
53255	Invoice	11/18/2025	125/29255/OIL CHANGE/UNIT #293/LAW	0.00	101.50	
125-518-536400	Parts and Repairs		125/29255/OIL CHANGE/U		101.50	
53265	Invoice	11/20/2025	125/29254/BRAKE PADS/UNIT #171/LAW	0.00	380.00	
125-518-536400	Parts and Repairs		125/29254/BRAKE PADS/U		380.00	
53267	Invoice	11/20/2025	125/29256/OIL CHANGE/UNIT #115/LAW	0.00	112.25	
125-518-536400	Parts and Repairs		125/29256/OIL CHANGE/U		112.25	
53276	Invoice	11/21/2025	125/29253/OIL CHANGE/UNIT #149/LAW	0.00	127.00	
125-518-536400	Parts and Repairs		125/29253/OIL CHANGE/U		127.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
311	WALLER COUNTY TAX OFFICE	12/10/2025	Regular	0.00	7,069.46	1153826

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
2025	Invoice	11/20/2025	125/29251/PROPERTY ID# R398479	0.00	7,069.46
125-411-540400	Taxes/Recycle Center		125/29251/PROPERTY ID#		7,069.46

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
311	WALLER COUNTY TAX OFFICE	12/10/2025	Regular	0.00	30.00	1153827

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
111425	Invoice	11/14/2025	125/28893/VEHICLE REGISTRATION/4 UNI	0.00	30.00
125-518-536400	Parts and Repairs		125/28893/VEHICLE REG/		30.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18747	WARREN, Z'AUNDRIA	12/10/2025	Regular	0.00	200.20	1153828

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
112525	Invoice	11/25/2025	125/29187/REIMBURSE 2026 SE D9 EAFC	0.00	168.00
125-120-036000	Prepaid Items		125/29187/2026 SE D9 EA		168.00
112525-1	Invoice	11/25/2025	125/29188/SE REGION TOTAL FACULTY TR	0.00	32.20
125-540-563000	Training & Conference Ex		125/29188/MILEAGE/SE R		32.20

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21497	WASHINGTON, SHELINA	12/10/2025	Regular	0.00	150.00	1153829

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
112525	Invoice	11/25/2025	125/29208/SECURITY DEPOSIT/COMM CT	0.00	150.00
125-210-111510	Security Deposit/Comm C		125/29208/SECURITY DEP		150.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
22476	WEBSTER, RENWICK	12/10/2025	Regular	0.00	150.00	1153830

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
112525	Invoice	11/25/2025	125/29176/SECURITY DEPOSIT/COMM CT	0.00	150.00
125-210-111510	Security Deposit/Comm C		125/29176/SECURITY DEP		150.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14939	WELLS FARGO VENDOR FIN SERV	12/10/2025	Regular	0.00	176.43	1153831

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
5036259716	Invoice	10/17/2025	125/28826/CUST #3008616037/CSCD/PO	0.00	176.43
125-519-581813	Copier/Printer		125/28826/CUST #300861		176.43

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20157	WINSLOW, DEBBIE	12/10/2025	Regular	0.00	114.50	1153832

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
111025	Invoice	11/10/2025	110/28891/REIM VEHICLE REG/UNIT #56,	0.00	38.00	
110-530-568455	Fleet Operations		110/28891/REIM VEHICLE		38.00	
111225	Invoice	11/12/2025	110/28890/REIM VEHICLE REG/UNIT #25,	0.00	67.00	
110-530-568455	Fleet Operations		110/28890/REIM VEHICLE		67.00	
111325	Invoice	11/13/2025	110/28990/REIMBURSE VEHICLE REG/UNI	0.00	9.50	
110-530-568455	Fleet Operations		110/28990/REIMBURSE VE		9.50	
20243	WORKPLACE PRO	12/10/2025	Regular	0.00	126.75	1153833
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
IN1686867	Invoice	11/04/2025	125/28550/CUST #C755169/LIB/PO 5206	0.00	126.75	
125-537-544100	Programming		125/28550/CUST #C75516		126.75	
22478	WRIGHT, TORI	12/10/2025	Regular	0.00	150.00	1153834
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
112525	Invoice	11/25/2025	125/29174/SECURITY DEPOSIT/COMM CT	0.00	150.00	
125-210-111510	Security Deposit/Comm C		125/29174/SECURITY DEP		150.00	
08900	XEROX CORPORATION	12/10/2025	Regular	0.00	3,440.83	1153835
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
024461168	Invoice	10/18/2025	125/28290/CUST #727522146/EA/PO 519	0.00	94.47	
125-434-581813	Copier/Printer		125/28290/CUST #727522		94.47	
024531087	Invoice	11/01/2025	125/28745/CUST #715343448/JP #3/PO 4	0.00	331.34	
125-420-581813	Copier/Printer		125/28745/CUST #715343		331.34	
024531089	Invoice	11/01/2025	125/28742/CUST #720662576/DA/PO 52	0.00	519.80	
125-416-581813	Copier/Printer		125/28742/CUST #720662		519.80	
024531090	Invoice	11/01/2025	125/28748/CUST #724586276/AUDITOR/	0.00	189.20	
125-435-581813	Copier/Printer		125/28748/CUST #724586		189.20	
024531097	Invoice	11/01/2025	125/28747/CUST #725759807/ENVIRON	0.00	202.27	
125-443-581813	Copier/Printer		125/28747/CUST #725759		202.27	
024531098	Invoice	11/01/2025	125/28753/CUST #725924823/CO CLERK/	0.00	194.39	
125-403-581813	Copier/Printer		125/28753/CUST #725924		194.39	
024531102	Invoice	11/01/2025	125/28752/CUST #726797574/CCAL #2/P	0.00	288.25	
125-430-581813	Copier/Printer		125/28752/CUST #726797		288.25	
024531103	Invoice	11/01/2025	125/28743/CUST #726840218/TREASURE	0.00	192.11	
125-436-581813	Copier/Printer		125/28743/CUST #726840		192.11	
024531104	Invoice	11/01/2025	125/28746/CUST #727024986/CONST PC	0.00	236.58	
125-513-581700	Equipment		125/28746/CUST #727024		236.58	
024531105	Invoice	11/01/2025	125/28737/CUST #727522112/COMM/P	0.00	214.19	
125-401-581813	Copier/Printer		125/28737/CUST #727522		214.19	
024531106	Invoice	11/01/2025	125/28744/CUST #727522146/EA/PO 522	0.00	264.74	
125-434-581813	Copier/Printer		125/28744/CUST #727522		264.74	
024531107	Invoice	11/01/2025	125/28736/CUST #727522161/CO CLERK/	0.00	182.56	
125-403-581813	Copier/Printer		125/28736/CUST #727522		182.56	
024531109	Invoice	11/01/2025	125/28735/CUST #727532459/506TH/PO	0.00	252.59	
125-408-581813	Copier/Printer		125/28735/CUST #727532		252.59	
024531110	Invoice	11/01/2025	125/28739/CUST #727532467/DIST CLER	0.00	278.34	
125-417-581813	Copier/Printer		125/28739/CUST #727532		278.34	
15772	XEROX FINANCIAL SERVICES	12/10/2025	Regular	0.00	240.00	1153836

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
41146583	Invoice	11/05/2025	110/28753/ACCT #109701/R&B/PO 5215	0.00	240.00	
110-524-581813		Copier/Printer		110/28753/ACCT #109701	240.00	
15772	XEROX FINANCIAL SERVICES	12/10/2025	Regular	0.00	179.00	1153837
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
41184850	Invoice	11/11/2025	110/29029/ACCT #4074206/R&B/PO 522	0.00	179.00	
110-524-581813		Copier/Printer		110/29029/ACCT #407420	179.00	
02309	XPERNET SERVICES, INC	12/10/2025	Regular	0.00	34,859.00	1153838
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
25055350	Invoice	12/01/2025	125/29232/MaaS360 MANAGEMENT DEV	0.00	714.00	
125-411-542505		County Cell Phone		125/29232/MaaS360 MAN	714.00	
25055351	Invoice	12/01/2025	125/29233/IT SERVICES/DECEMBER	0.00	23,890.00	
125-441-540900		Prof Consultant Services		125/29233/IT SERVICES/D	23,890.00	
25055352	Invoice	12/01/2025	125/29234/EVENT MANAGEMENT/DECE	0.00	4,600.00	
125-441-540900		Prof Consultant Services		125/29234/EVENT MANA	4,600.00	
25055353	Invoice	12/01/2025	125/29235/BACKUP SERVICES/DECEMBER	0.00	5,655.00	
125-441-540905		Recovery & Retention		125/29235/BACKUP SERVI	5,655.00	
10402	ZAVALA, IRMA	12/10/2025	Regular	0.00	545.00	1153839
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
25-1103	Invoice	11/16/2025	125/29068/INTERPRETER/506TH/11.05.2	0.00	545.00	
125-422-566505		Interpreter Services		125/29068/INTERPRETER/	545.00	
22482	ZEIGLER, MIA	12/10/2025	Regular	0.00	150.00	1153840
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
112525	Invoice	11/25/2025	125/29207/SECURITY DEPOSIT/COMM CT	0.00	150.00	
125-210-111510		Security Deposit/Comm C		125/29207/SECURITY DEP	150.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	671	226	0.00	1,713,163.72
Manual Checks	0	0	0.00	0.00
Voided Checks	0	6	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	671	**232**	**0.00**	**1,713,163.72**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	12/2025	1,713,163.72
			1,713,163.72

WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

(979) 826-7620
)79)826-7619 FAX

CAROLYN MIEDKE
Tax Assessor-Collector

836 AUSTIN STREET, STE. 1400
Hempstead, TX 77445

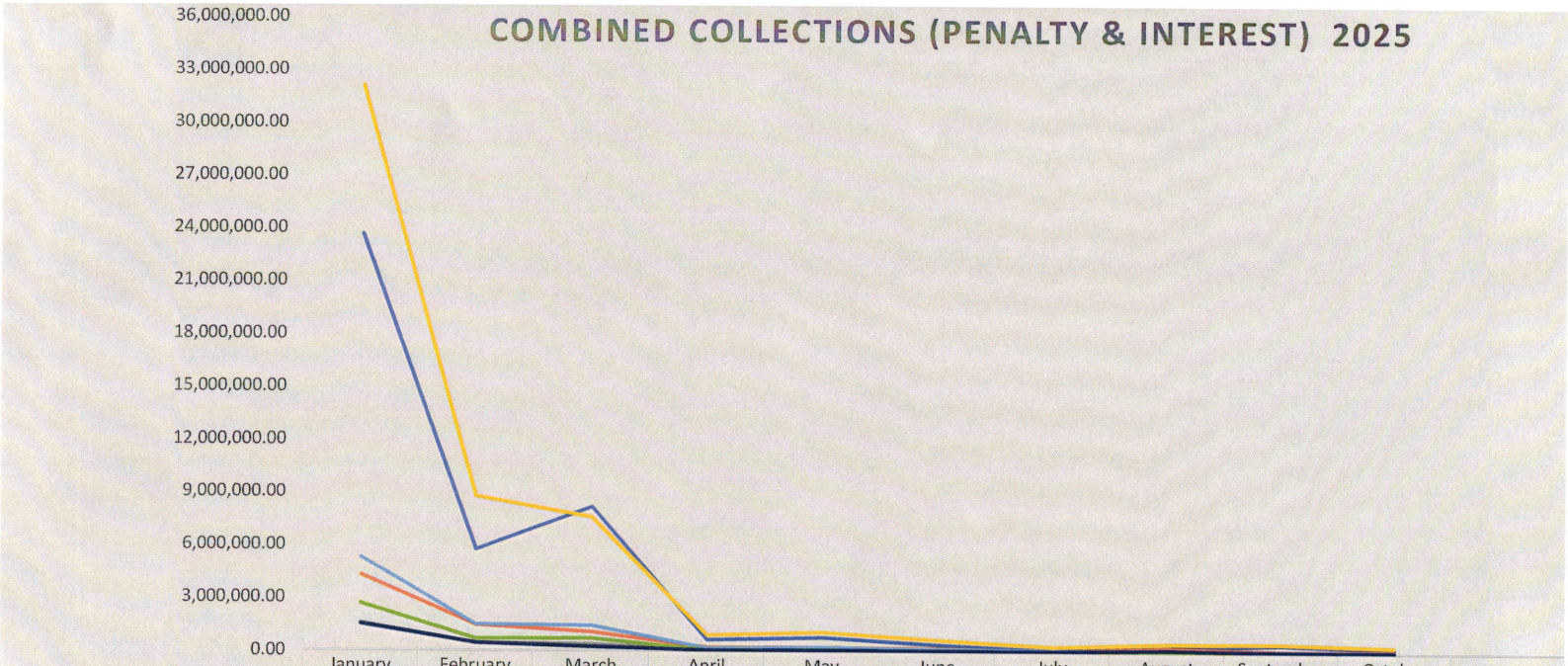
October 2025 Collection Report

Combined Collections (Collections & Penalty and Interest Collections)

Royal ISD	$ 205,544.67
Hempstead ISD	$ 76,332.42
Farm Road	$ 14,559.34
Waller County	$ 299,245.61
Waller-Harris ESD	$ 46,736.30
Brookshire/Katy Drainage District	$ 13,145.06
City of Hempstead	$ 27,655.85
Total:	**$683,219.25**

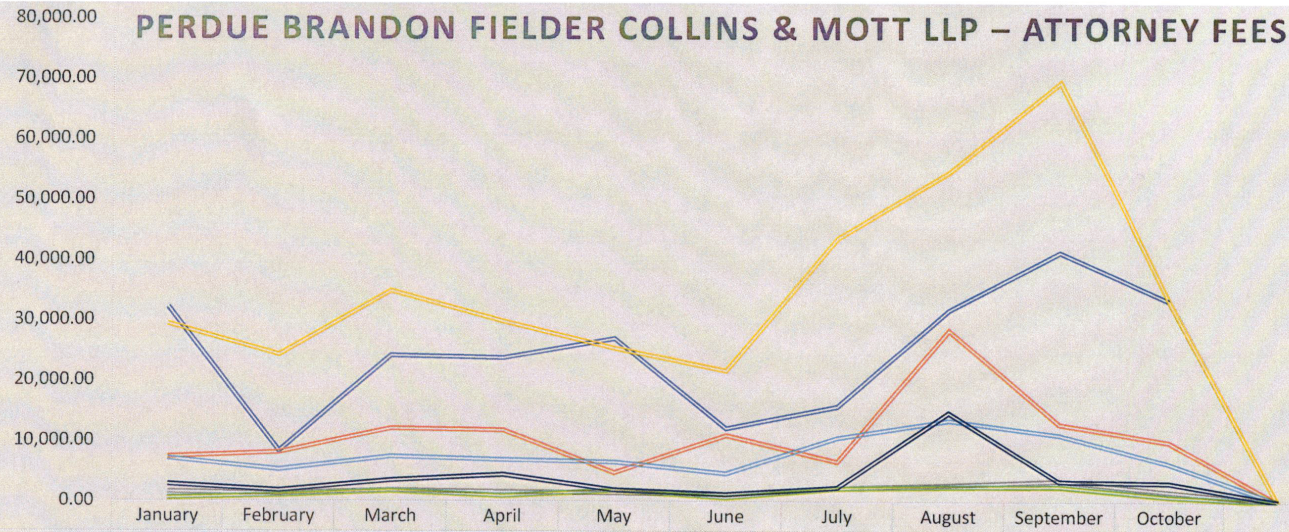
Perdue Brandon Fielder Collins & Mott LLP Attorney Fees

Royal ISD	$ 13,231.97
Hempstead ISD	$ 9,820.08
Farm Road	$ 1,615.38
Waller County	$ 33,160.24
Waller-Harris ESD	$ 6,257.64
Brookshire/Katy Drainage District	$ 840.83
City of Hempstead	$ 3,074.97
Total:	**$68,001.11**



	January	February	March	April	May	June	July	August	September	October
Royal ISD	23,654,878.04	5,716,938.68	8,144,948.95	625,582.04	765,490.45	368,985.08	67,211.40	230,881.31	411,797.42	205,544.67
Hempstead ISD	4,263,793.63	1,427,207.24	1,044,435.08	199,591.89	203,364.39	166,221.64	47,577.57	216,282.98	84,690.10	76,332.42
Farm Road	1,560,886.99	427,167.24	369,000.72	42,847.68	51,596.29	31,423.68	13,458.66	22,334.79	22,857.48	14,559.34
Waller County	32,058,861.42	8,765,363.76	7,573,520.93	882,791.64	1,058,793.13	644,773.79	277,571.72	458,840.24	466,847.18	299,245.61
Waller-Harris ESD	5,265,785.03	1,460,792.80	1,399,877.72	146,806.76	203,743.13	125,987.39	74,035.90	87,600.77	57,772.03	46,736.30
Brookshire/Katy Drainage Dist	2,650,481.85	659,130.44	674,247.33	41,398.93	67,511.04	34,266.36	16,333.09	18,593.35	17,901.73	13,145.06
City of Hempstead	1,488,472.99	421,032.47	211,033.42	37,906.52	60,396.47	40,716.62	25,495.76	114,906.51	28,468.70	27,655.85

PERDUE BRANDON FIELDER COLLINS & MOTT LLP – ATTORNEY FEES 2025



	January	February	March	April	May	June	July	August	September	October
Royal ISD	32,093.52	8,237.68	24,026.30	23,625.72	26,865.76	11,993.85	15,641.53	31,587.90	41,168.62	33,160.24
Hempstead ISD	7,350.77	8,055.06	12,003.50	11,732.00	4,763.83	10,901.03	6,549.57	28,296.95	12,802.32	9,820.08
Farm Road	1,445.47	1,187.17	1,712.86	1,473.35	1,312.26	1,081.62	2,105.16	2,665.34	3,401.41	1615.38
Waller County	29,371.51	24,232.49	34,802.13	29,768.66	25,348.91	21,556.05	43,487.14	54,405.55	69,426.63	33,160.24
Waller-Harris ESD	7,035.00	5,147.26	7,353.02	6,788.35	6,418.38	4,530.91	10,463.25	13,346.26	10,993.56	6,257.64
Brookshire/Katy Drainage Dist	478.45	930.50	1,674.86	861.38	1,811.28	596.53	2,101.48	2,373.37	2,482.59	840.83
City of Hempstead	2,754.91	1,727.83	3,396.69	4,317.86	1,844.89	1,099.39	2,257.80	14,608.71	3,295.21	3,074.97

WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

(979) 826-7620
(979)826-7619 FAX

CAROLYN MIEDKE
Tax Assessor-Collector

730 9TH STREET
Hempstead, TX 77445

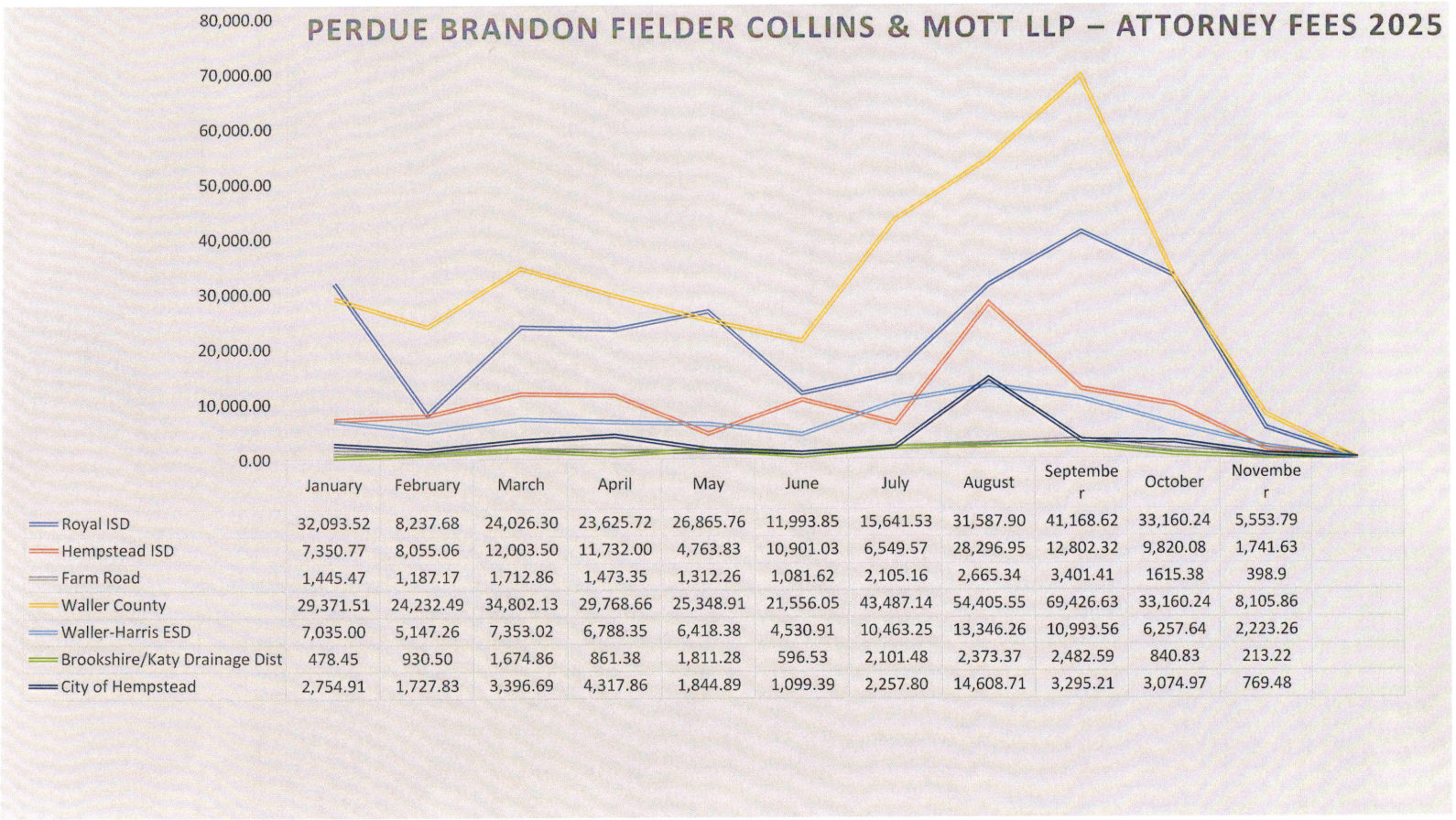
November 2025 Collection Report

Combined Collections (Collections & Penalty and Interest Collections)

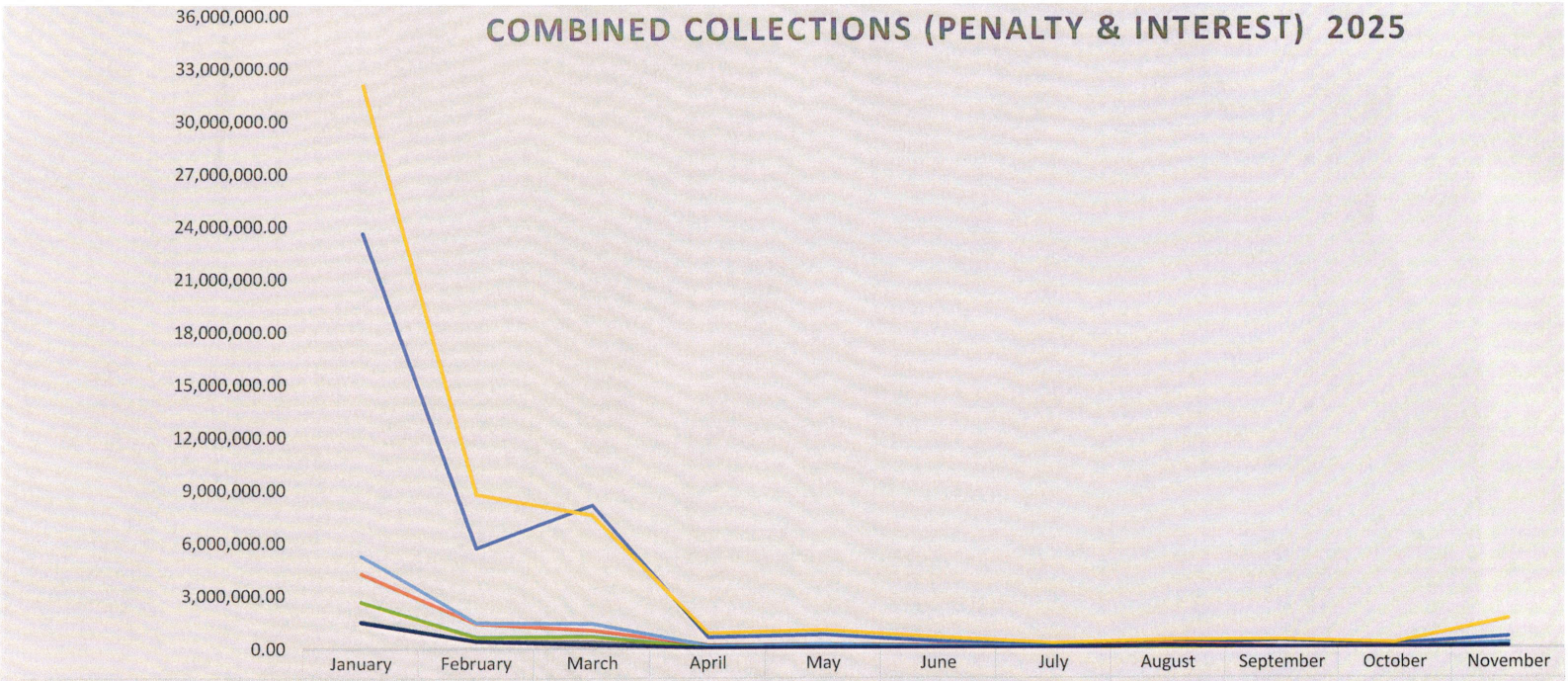
Royal ISD	$ 624,159.04
Hempstead ISD	$ 257,355.10
Farm Road	$ 74,637.25
Waller County	$1,671,486.16
Waller-Harris ESD	$ 279,445.34
Brookshire/Katy Drainage District	$ 109,034.60
City of Hempstead	$ 91,479.20
Total:	**$3,107,596.69**

Perdue Brandon Fielder Collins & Mott LLP Attorney Fees

Royal ISD	$ 5,553.79
Hempstead ISD	$ 1,741.63
Farm Road	$ 398.90
Waller County	$ 8,105.86
Waller-Harris ESD	$ 2,223.26
Brookshire/Katy Drainage District	$ 213.22
City of Hempstead	$ 769.48
Total:	**$ 19,006.14**



	January	February	March	April	May	June	July	August	September	October	November
Royal ISD	32,093.52	8,237.68	24,026.30	23,625.72	26,865.76	11,993.85	15,641.53	31,587.90	41,168.62	33,160.24	5,553.79
Hempstead ISD	7,350.77	8,055.06	12,003.50	11,732.00	4,763.83	10,901.03	6,549.57	28,296.95	12,802.32	9,820.08	1,741.63
Farm Road	1,445.47	1,187.17	1,712.86	1,473.35	1,312.26	1,081.62	2,105.16	2,665.34	3,401.41	1615.38	398.9
Waller County	29,371.51	24,232.49	34,802.13	29,768.66	25,348.91	21,556.05	43,487.14	54,405.55	69,426.63	33,160.24	8,105.86
Waller-Harris ESD	7,035.00	5,147.26	7,353.02	6,788.35	6,418.38	4,530.91	10,463.25	13,346.26	10,993.56	6,257.64	2,223.26
Brookshire/Katy Drainage Dist	478.45	930.50	1,674.86	861.38	1,811.28	596.53	2,101.48	2,373.37	2,482.59	840.83	213.22
City of Hempstead	2,754.91	1,727.83	3,396.69	4,317.86	1,844.89	1,099.39	2,257.80	14,608.71	3,295.21	3,074.97	769.48



	January	February	March	April	May	June	July	August	September	October	November
Royal ISD	23,654,878.04	5,716,938.68	8,144,948.95	625,582.04	765,490.45	368,985.08	67,211.40	230,881.31	411,797.42	205,544.67	624,159.04
Hempstead ISD	4,263,793.63	1,427,207.24	1,044,435.08	199,591.89	203,364.39	166,221.64	47,577.57	216,282.98	84,690.10	76,332.42	257,355.10
Farm Road	1,560,886.99	427,167.24	369,000.72	42,847.68	51,596.29	31,423.68	13,458.66	22,334.79	22,857.48	14,559.34	74,637.25
Waller County	32,058,861.42	8,765,363.76	7,573,520.93	882,791.64	1,058,793.13	644,773.79	277,571.72	458,840.24	466,847.18	299,245.61	1,671,486.16
Waller-Harris ESD	5,265,785.03	1,460,792.80	1,399,877.72	146,806.76	203,743.13	125,987.39	74,035.90	87,600.77	57,772.03	46,736.30	279,445.34
Brookshire/Katy Drainage Dist	2,650,481.85	659,130.44	674,247.33	41,398.93	67,511.04	34,266.36	16,333.09	18,593.35	17,901.73	13,145.06	109,034.60
City of Hempstead	1,488,472.99	421,032.47	211,033.42	37,906.52	60,396.47	40,716.62	25,495.76	114,906.51	28,468.70	27,655.85	91,479.20

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and John W. Anderson, State Bar No. 24091873 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December 10, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

JOHN W. ANDERSON

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Ernest Barrientos, State Bar No. 01816485 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

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expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December 10, 2025.

WALLER COUNTY, TEXAS	LAWYER
CARBETT "TREY" J. DUHON III	ERNEST BARRIENTOS

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Robert V. Cardenas, State Bar No. 03788400 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

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o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December 10, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

ROBERT V. CARDENAS

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Zachary "Zach" Paul Coufal, State Bar No. 24102829 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December 10, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

ZACHARY "ZACH" PAUL COUFAL

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Michael Matlak, State Bar No. 24053978 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: November 4, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

MICHAEL MATLAK

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Paul Morrison, State Bar No. 24079028 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December 10, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

PAUL MORRISON

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and R. Jeanette Parham, State Bar No. 00792737 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: 11-06, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

R. JEANETTE PARHAM

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

(Felony)

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Michael Valdez, State Bar No. 20427700 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent felony defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of the 506th District Court of Waller County shall have oversight of the administration of this Contract, as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein.

2. Compensation. Attorney will receive an annual amount of **$70,000.00** for the one (1) year term of the Contract (unless the Contract is terminated sooner), to be paid in monthly installments. Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Felony level Attorney shall handle up to one-eighth (1/8th) of all qualifying felony cases per year that are assigned in Waller County (approximately **80** cases per year). The Contract does not include appeals or capital cases whether the death penalty is sought or not, and may exclude other cases at the discretion of the Judge of the 506th District Court of Waller County. Caseloads may be adjusted at the discretion of the Judge of the 506th District Court of Waller County.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the Judge of the 506th District Court of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the Judge of the 506th District Court of Waller County, ***ex parte***, before incurring

expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the Judge of the 506th District Court of Waller County with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The Judge of the 506th District Court of Waller County shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the Judge of the 506th District Court of Waller County denies in whole or in part the request for expenses, the Judge of the 506th District Court of Waller County shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the Judge of the 506th District Court of Waller County prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the Judge of the 506th District Court of Waller County of any

change in the status of the Attorney's licensure. The Attorney must provide the Judge of the 506th District Court of Waller County with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the Judge of the 506th District Court of Waller County the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the Judge of the 506th District Court of Waller County in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the Judge of the 506th District Court of Waller County, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the Judge of the 506th District Court of Waller County. If a reason for termination is found to exist by the Judge of the 506th District Court of Waller County, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the Judge of the 506th

District Court of Waller County to discuss the relevant issues, and, thereafter, the Judge of the 506th District Court of Waller County will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The Judge of the 506th District Court of Waller County will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, the Judge of the 506th District Court of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: NOVEMBER 5, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

Michael Valdez

MICHAEL VALDEZ

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Joana Anaya, State Bar No. 24121500 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as "trial judge") shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.

2. Compensation. Attorney will receive the sum of **$5,416.00** per month for the first eleven (11) months of the contract term and a final payment of **$5,424.00** in the twelfth (12th) month, for a total of **$65,000.00 for** the one (1) year term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Attorneys assigned to the Waller County Court at Law #2 shall handle up to one-seventh (1/7th) of all qualifying misdemeanor cases per year that are assigned in Waller County plus a lesser portion of felony cases that are assigned in Waller County. Attorneys assigned to the Waller County Court at Law #2 will not be expected to handle appeals or capital cases, or other cases that may be excluded at the discretion of the Judge of the Waller County Court at Law #2. Caseloads may be adjusted at the discretion of the Judge of Waller County Court at Law #2. From time to time discretionary adjustments/transfers of cases may be made between the Judges of the 506th Judicial District Court and the Waller County Court at Law Number Two when they believe case assignments/reassignments are warranted in the interest of fairness to any attorney or defendant.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be

itemized in writing, supported by invoices and /or vouchers, and submitted to the appropriate trial judge of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the trial judge, ***ex parte***, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the trial judge with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The trial judge shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the trial judge denies in whole or in part the request for expenses, the trial judge shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the trial judge prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the trial judge of any change in the status of the Attorney's licensure. The Attorney must provide the trial judge with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the trial judge the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an

interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the trial judge in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the trial judge, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the trial judge. If a reason for termination is found to exist by the trial judge, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the trial

judge to discuss the relevant issues, and, thereafter, the trial judge will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The relevant trial judge will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, a trial judge of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: November 30, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

Joana Anaya

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Dave Bunger, State Bar No. 24051730 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as "trial judge") shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.

2. Compensation. Attorney will receive the sum of **$5,416.00** per month for the first eleven (11) months of the contract term and a final payment of **$5,424.00** in the twelfth (12th) month, for a total of **$65,000.00 for** the one (1) year term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Attorneys assigned to the Waller County Court at Law #2 shall handle up to one-seventh (1/7th) of all qualifying misdemeanor cases per year that are assigned in Waller County plus a lesser portion of felony cases that are assigned in Waller County. Attorneys assigned to the Waller County Court at Law #2 will not be expected to handle appeals or capital cases, or other cases that may be excluded at the discretion of the Judge of the Waller County Court at Law #2. Caseloads may be adjusted at the discretion of the Judge of Waller County Court at Law #2. From time to time discretionary adjustments/transfers of cases may be made between the Judges of the 506th Judicial District Court and the Waller County Court at Law Number Two when they believe case assignments/reassignments are warranted in the interest of fairness to any attorney or defendant.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be

reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the appropriate trial judge of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the trial judge, ***ex parte***, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the trial judge with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The trial judge shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the trial judge denies in whole or in part the request for expenses, the trial judge shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the trial judge prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as

attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the trial judge of any change in the status of the Attorney's licensure. The Attorney must provide the trial judge with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the trial judge the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the trial judge in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the trial judge, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the trial judge. If a reason for termination is found to exist by the trial judge, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the trial judge to discuss the relevant issues, and, thereafter, the trial judge will make a determination on the termination of the Attorney's contract.

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c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

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10. Administration. The relevant trial judge will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, a trial judge of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: December 9, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

Dave Bunger

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and CONRAD DAY, State Bar No. 05607550, effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as "trial judge") shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.

2. Compensation. Attorney will receive the sum of **$5,416.00** per month for the first eleven (11) months of the contract term and a final payment of **$5,424.00** in the twelfth (12th) month, for a total of **$65,000.00 for** the one (1) year term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Attorneys assigned to the Waller County Court at Law #2 shall handle up to one-seventh (1/7th) of all qualifying misdemeanor cases per year that are assigned in Waller County plus a lesser portion of felony cases that are assigned in Waller County. Attorneys assigned to the Waller County Court at Law #2 will not be expected to handle appeals or capital cases, or other cases that may be excluded at the discretion of the Judge of the Waller County Court at Law #2. Caseloads may be adjusted at the discretion of the Judge of Waller County Court at Law #2. From time to time discretionary adjustments/transfers of cases may be made between the Judges of the 506th Judicial District Court and the Waller County Court at Law Number Two when they believe case assignments/reassignments are warranted in the interest of fairness to any attorney or defendant.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the appropriate trial judge of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the trial judge, ***ex parte***, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the trial judge with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

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(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The trial judge shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the trial judge denies in whole or in part the request for expenses, the trial judge shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

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b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the trial judge prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the trial judge of any change in the status of the Attorney's

licensure. The Attorney must provide the trial judge with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the trial judge the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

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k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

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Signed and entered into this date: November 19, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

CONRAD DAY

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Warren Depuy, State Bar No. 00785820 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as "trial judge") shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.

2. Compensation. Attorney will receive the sum of **$5,416.00** per month for the first eleven (11) months of the contract term and a final payment of **$5,424.00** in the twelfth (12th) month, for a total of **$65,000.00 for** the one (1) year term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

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q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the trial judge in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the trial judge, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the trial judge. If a reason for termination is found to exist by the trial judge, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the trial

judge to discuss the relevant issues, and, thereafter, the trial judge will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The relevant trial judge will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, a trial judge of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: November 21, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

Warren K Diepraam

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and **R. Antonio Garcia**, State Bar No. **24107775** effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as "trial judge") shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.

2. Compensation. Attorney will receive the sum of **$5,416.00** per month for the first eleven (11) months of the contract term and a final payment of **$5,424.00** in the twelfth (12th) month, for a total of **$65,000.00 for** the one (1) year term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Attorneys assigned to the Waller County Court at Law #2 shall handle up to one-seventh (1/7th) of all qualifying misdemeanor cases per year that are assigned in Waller County plus a lesser portion of felony cases that are assigned in Waller County. Attorneys assigned to the Waller County Court at Law #2 will not be expected to handle appeals or capital cases, or other cases that may be excluded at the discretion of the Judge of the Waller County Court at Law #2. Caseloads may be adjusted at the discretion of the Judge of Waller County Court at Law #2. From time to time discretionary adjustments/transfers of cases may be made between the Judges of the 506th Judicial District Court and the Waller County Court at Law Number Two when they believe case assignments/reassignments are warranted in the interest of fairness to any attorney or defendant.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be itemized in writing, supported by invoices and /or vouchers, and submitted to the appropriate trial judge of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the trial judge, ***ex parte***, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the trial judge with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The trial judge shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the trial judge denies in whole or in part the request for expenses, the trial judge shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the trial judge prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the trial judge of any change in the status of the Attorney's

licensure. The Attorney must provide the trial judge with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the trial judge the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorney-client information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the trial judge in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the trial judge, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

9. Termination. This Contract may be terminated by the County for good cause, with the approval of the trial judge. If a reason for termination is found to exist by the trial judge, written notice will be given to Attorney, and a private meeting will be held with the Attorney and the trial judge to discuss the relevant issues, and, thereafter, the trial judge will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The relevant trial judge will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, a trial judge of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: November 21, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

R. Antonio Garcia

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Lee Van Richardson Jr. State Bar No. 16867680 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as "trial judge") shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.

2. Compensation. Attorney will receive the sum of **$5,416.00** per month for the first eleven (11) months of the contract term and a final payment of **$5,424.00** in the twelfth (12th) month, for a total of **$65,000.00 for** the one (1) year term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Attorneys assigned to the Waller County Court at Law #2 shall handle up to one-seventh (1/7th) of all qualifying misdemeanor cases per year that are assigned in Waller County plus a lesser portion of felony cases that are assigned in Waller County. Attorneys assigned to the Waller County Court at Law #2 will not be expected to handle appeals or capital cases, or other cases that may be excluded at the discretion of the Judge of the Waller County Court at Law #2. Caseloads may be adjusted at the discretion of the Judge of Waller County Court at Law #2. From time to time discretionary adjustments/transfers of cases may be made between the Judges of the 506th Judicial District Court and the Waller County Court at Law Number Two when they believe case assignments/reassignments are warranted in the interest of fairness to any attorney or defendant.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed must be

itemized in writing, supported by invoices and /or vouchers, and submitted to the appropriate trial judge of Waller County for approval.

5. Investigative and Expert Expenses:

a. Attorney shall be reimbursed for reasonable and necessary expenses, including expenses for investigation and for mental health and other experts. Prior court approval shall be obtained from the trial judge, ***ex parte***, before incurring expenses for investigation and for mental health and other experts. Attorney shall be prepared to provide the trial judge with a reasonable estimate of the total expenses to be incurred. The request for expenses must state, as applicable:

(1) the type of investigation to be conducted or the type of expert to be retained;

(2) specific facts that suggest the investigation will result in admissible evidence or that the services of an expert are reasonably necessary to assist in the preparation of a potential defense; and

(3) an itemized list of anticipated expenses for each investigation or each expert.

b. The trial judge shall grant the request for advance payment of expenses in whole or in part if the request is reasonable. If the trial judge denies in whole or in part the request for expenses, the trial judge shall state the reasons for the denial in writing, attach the denial to the confidential request; and submit the request and denial as a sealed exhibit to the record of the case.

6. Standards of Performance.

a. Attorney will provide all services required by Senate Bill 7 as passed by the 77th Session of the Texas Legislature in 2001. (As it amends the Texas Code of Criminal Procedures).

b. Attorney shall provide competent, zealous legal services to each client in a professional, skilled manner consistent with the Attorney's responsibilities under the Texas Disciplinary Rules of Professional Conduct ant the Texas Code of Criminal Procedure.

c. Attorney shall ensure continuity of representation of the client unless relieved or replaced in accordance with art. 26.04(j)(2) of the Texas Code of Criminal Procedure.

d. Attorney shall not assign, subcontract or delegate any part of the services to be provided by the Attorney under this Contract.

e. Attorney must submit a monthly progress report to be approved by the trial judge prior to any payment being made under this Contract, in accordance with Art. 26.05 Of the Texas Code of Criminal Procedure. The report shall be on a form substantially the same as attached hereto and included in the Waller County Indigence Plan for Indigent Defense filed with the Texas Indigent Defense Commission.

f. Attorney must maintain the minimum qualifications to practice law in the state of Texas, and must immediately inform the trial judge of any change in the status of the Attorney's licensure. The Attorney must provide the trial judge with proof of licensure in good standing upon request.

g. Attorney agrees to indemnify and hold harmless Waller County from any and all claims rising from the delivery of professional services under this contract.

h. Attorney must report to the trial judge the number of continuing legal education hours completed during each Attorney's reporting year.

i. Attorney shall be capable of sending and receiving email correspondence twenty-four hours a day, seven days a week. Further, telephone and cell phone contact information will be maintained with the Court Coordinators of each trial court.

j. Attorney must provide quality, effective legal assistance and representation to clients to whom Attorney is assigned.

k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a case-by-case basis according to the SB7 approved plan.

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o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an

interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

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7. Conflict. In the event of a conflict of interest between Attorney and any defendant, Attorney shall present evidence to the trial court in which the case is pending, and if ordered by the trial court, be allowed to withdraw from representation in that case. Such withdrawal shall not affect the other terms of this agreement.

8. Independent Contractor. Attorney is not an employee of the County, and is, at most, an independent contractor, who shall complete the requirements of this Contract by Attorney's own means and methods of work, and in accordance with the Attorney's professional legal judgment, which shall be in the exclusive charge and control of the Attorney, and is not subject to control or supervision of the County or the trial judge, except as specified in this Contract. THE DEFENDANT IS YOUR CLIENT, NOT THE COUNTY. YOU MUST PROVIDE COMPETENT, ZEALOUS LEGAL SERVICES TO EACH CLIENT IN ACCORDANCE WITH YOUR RESPONSIBILITIES UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT AND THE TEXAS CODE OF CRIMINAL PROCEDURE.

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judge to discuss the relevant issues, and, thereafter, the trial judge will make a determination on the termination of the Attorney's contract.

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12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: ~~November~~ December 5, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

CONTRACT FOR LEGAL SERVICES TO CRIMINAL DEFENDANTS FOR 2026

This Contract is made by and between Waller County, Texas (County), a political subdivision of the State of Texas, and Amie Scott, State Bar No. 24058638 effective on the date stated below. The purpose of this agreement is for the County to provide legal services to indigent defendants in the Criminal Courts of Waller County. Attorney has agreed to provide all services requested, except for those hereinafter described. The Judge of Waller County Court at Law #2 (sometimes referred to herein as "trial judge") shall have oversight of the administration of this Contract for attorneys assigned to the Waller County Court at Law #2 as provided for herein.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Contract shall be for one (1) year, beginning on January 1, 2026, and ending on December 31, 2026, unless sooner terminated as set forth herein. Attorney will be assigned to Waller County Court at Law Number Two.

2. Compensation. Attorney will receive the sum of **$5,416.00** per month for the first eleven (11) months of the contract term and a final payment of **$5,424.00** in the twelfth (12th) month, for a total of **$65,000.00 for** the one (1) year term of the Contract (unless the Contract is terminated sooner). Additionally, Contract Attorney shall be entitled under the terms of this contract to a per day jury trial fee of Five Hundred Dollars ($500.00) per jury trial day. In the event a jury trial exceeds five (5) days, the Court may approve additional compensation based upon the complexity of the case, unexpected delays, and any and all other circumstances that would in the Court's opinion warrant additional compensation.

3. Case Load. Attorneys assigned to the Waller County Court at Law #2 shall handle up to one-seventh (1/7th) of all qualifying misdemeanor cases per year that are assigned in Waller County plus a lesser portion of felony cases that are assigned in Waller County. Attorneys assigned to the Waller County Court at Law #2 will not be expected to handle appeals or capital cases, or other cases that may be excluded at the discretion of the Judge of the Waller County Court at Law #2. Caseloads may be adjusted at the discretion of the Judge of Waller County Court at Law #2. From time to time discretionary adjustments/transfers of cases may be made between the Judges of the 506th Judicial District Court and the Waller County Court at Law Number Two when they believe case assignments/reassignments are warranted in the interest of fairness to any attorney or defendant.

4. Expense Reimbursement. Attorney may receive reimbursement for reasonable and necessary expenses consistent with Texas Code of Criminal Procedure art. 26.05(d), and travel outside of Waller County, separate from the Attorney's compensation. Travel expenses (mileage, etc.), are eligible for reimbursement in accordance with Waller County's policy on travel reimbursement for employees. All expenses to be reimbursed

must be itemized in writing, supported by invoices and /or vouchers, and submitted to the appropriate trial judge of Waller County for approval.

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interview in person with the defendant as soon as is practicable after the lawyer is appointed. A letter mailed to the defendant will fulfill the initial contact requirement.

p. Attorney shall make reasonable efforts to discuss each case with the District Attorney's Office prior to docket call. Attorney shall schedule at least one office visit with the appropriate assistant district attorney on each case between the motions and pretrial settings. Attorney shall comply with the requirements of the mandatory discovery and disclosure requirements provided by law. It is strongly suggested that agreements be reached before docket call and paperwork can be ready for the court when the docket is called.

q. Article 26.04(j) of the Code of Criminal Procedure requires all attorneys who accept appointments in adult criminal cases to submit an annual statement that describes the percentage of their practice time that is dedicated to work on those appointed cases. Attorneys must submit this statement to each county in which they accept appointments, and the county will forward the information contained in the attorney practice-time statements to the Texas Indigent Defense Commission. The Commission will add this information to other indigent defense information that is made available to the public via the Commission website. Therefore, Attorney is required to submit a practice-time statement to the trial judge in an adult criminal case during a fiscal year period that begins on October 1st and ends on September 30th. The statement for this contract period is due no later than October 15, 2026 following the close of the State's fiscal year.

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k. Attorney shall complete all cases once representation is commenced during the term of the contract, unless the attorney is relieved or replaced in accordance with Article 26.04(j)(2), Code of Criminal Procedure. Attorney will be compensated for these uncompleted cases on a casebycase basis according to the SB7 approved plan.

l. Attorney is prohibited from accepting any payments from a client or third party for legal services provided in a case assigned under this contract.

m. Attorney is prohibited from releasing confidential attorneyclient information or work product related to any case covered by this Contract, except when authorized by the Texas Disciplinary Rules of Professional Conduct.

n. Attorney shall appear in court on each scheduled docket call, on time and prepared. Occasional absences are permitted upon prior approval by the court. Attorney shall be familiar with the Rules of the Second Administrative Region pertaining to the priority of appearances in courts within the Region. Attorney has reviewed the calendar for 2026 and will commit to it as scheduled, unless absence is requested.

o. Attorney shall make every reasonable effort to contact the defendant no later than the end of the first working day after the date on which the lawyer is appointed and to conduct an

trial judge to discuss the relevant issues, and, thereafter, the trial judge will make a determination on the termination of the Attorney's contract.

a. County may terminate this agreement if Attorney fails to perform the duties required by this agreement. Such failure must be supported by judicial findings of that failure.

b. Attorney may terminate this agreement if County fails to make timely payments hereunder.

c. Attorney may terminate this agreement if, for reasons beyond the control of Attorney, Attorney is unable to perform the duties required hereunder.

d. This agreement may be mutually terminated for any force majeure or any change in the law, which makes the agreement moot.

10. Administration. The relevant trial judge will provide oversight and administration of this Contract to assure that Attorney performs as required under this Contract. Nothing herein shall be interpreted as creating a right or remedy against the County, a trial judge of Waller County in either his official or individual capacity on the part of any person.

11. Disputes. Venue of any proceeding arising under or with regard to this Contract shall be in a court of competent jurisdiction in Waller County.

12. Additional Terms and Conditions. A determination that Attorney has given false information in the materials submitted to the County in response to the Request for Qualifications will be grounds for immediate cancellation of this Agreement under the procedures set forth above. Falsification of any report, invoice, billing documentation or other submission by the Attorney will be grounds for immediate cancellation of this Agreement under the procedures set forth above. In addition, such could subject the Attorney to both professional discipline and criminal prosecution. Therefore, it is very important that submissions be thorough and truthful.

Signed and entered into this date: November 25, 2025.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON III

LAWYER

SHERIFF

52. Discuss and take action to approve out of state travel and expenses of $2,315.90 for one investigator to obtain Internal Affairs Investigation training.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COMMISSIONER, PRECINCT 2

53. Discuss and take action on interlocal cost sharing agreement between Waller County and the City of Waller for Old Houston Highway.

Motion made by Commissioner Jones, seconded by Commissioner Smith.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COMMISSIONER, PRECINCT 3

54. Discuss and take action to approve User Agreement between the Lakehouse Homeowners Association, Inc. and Waller County on behalf of the Waller County Sheriff's Office.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

GRANT MANAGER

55. Discuss and take action to authorize the County Grant Manager to submit an application in the amount of $18,000 to The Foundation for training ammunition for the Sheriff's Office. (no backup submitted)

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

PROCUREMENT DIRECTOR

56. Discuss and take action to approve Amendment to Agreement with Trinity Services Group, LLC for renewal of inmate food for the term November 1, 2025 through October 31, 2026. Funds to be paid from line item 125-505-563800 [Sheriff Jail Groceries]. ***and***

57. Discuss and take action to approve purchase of turnkey vehicle for Constable Precinct 1 from Lake Country Chevrolet, utilizing TIPS contract number 240901, in an amount not to exceed $69,116.07. Funds to be paid from 2026 budget line item 125-511-581400 [Vehicle]. ***and***

58. Discuss and take action on bills of sale with Enterprise Fleet Management for eleven (11) vehicles for Sheriff's Office and Constables in the amount of $4,410.92. Funds to be paid from the following line items:

DRAFT

OFFICE OF THE SHERIFF WALLER COUNTY

100 Sheriff R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 / 826-8282 • FAX 979 / 826-7781

SHERIFF TROY GUIDRY

Date: October 29, 2025

To: R. Schields, Chief Deputy

From: A. Turner, Lieutneant FUNDS AVAIL #1,553.50
Executive Command
Internal Affairs Command

Re: **REVISION TO CC APPROVED TRAINING ON 10/29/25 AGENDA**
Out of State Travel – Internal Affairs Training (2 Personnel)

The Waller County Sheriff's Office requests **two** investigators attend the "Internal Affairs Investigations" training course offered by LLRMI in Las Vegas, NV from December 1-5, 2025 with travel days from **November 30, 2025 to December 6, 2025**. The below funds are available from line item **125-516-533202 LEOSE Training**. This line item is a grant that requires ONLY law enforcement personnel use the funds for continuing education.

This revision to the prior approval is an update to item 52 from the 10/29/25 Commissioners Court Agenda adding one additional investigator.

Quantity	Description	Total Cost
2	Hotel Reservations	$2,436.86
2	Per Diem	$832.00
2	Airfare	$1,260.52
2	Local travel (uber, etc.)	$100.00
2	Training Registration	$1,100.00
	Total Costs w/ taxes	**$5,729.38**

PO52323 LEOSE $4,629.38 PO52248 LEOSE $1,100.00

OFFICE OF THE SHERIFF WALLER COUNTY

100 Sheriff R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 826-8282 • FAX 979 826-7781

SHERIFF TROY GUIDRY

Date: October 08, 2025

To: **Robert R. Schields Jr**, Chief Deputy
A. Turner, Admin Lieutenant

Thru: Nick Covarrubias, Captain

From: Phillip W. Lillibridge, Lieutenant

Re: Training Request –National Internal Affairs Training and Certification -LLRMS

I have recently been assigned to the position of **Bureau Level Internal Investigations**. While I possess detailed investigative experience, I recognize that Internal Affairs investigations involve specialized techniques, legal considerations, and administrative procedures that differ from standard criminal investigations. To ensure I perform this role with the highest level of professionalism and effectiveness, I respectfully request approval to attend the **Internal Affairs Investigations** training course hosted by the Legal & Liability Risk Management Institute (LLRMI). I have been unable to find any training on this specialized subject matter that is offered with in this LEOS training cycle.

The course will be held **December 1–5, 2025, in Las Vegas, Nevada.** A detailed course description is attached and can also be found at the following link:
https://www.llrmi.com/event-detail/?eventid=30052

This training will provide advanced instruction on administrative investigative techniques, due process considerations, Garrity and Weingarten rights, and other legal issues relevant to law enforcement internal investigations. By acquiring these skills, I will enhance not only my own capabilities but also the effectiveness and credibility of the Waller County Sheriff's Office in conducting thorough and legally sound administrative investigations.

Estimated Costs:

- Course Registration: $550.00
- Lodging (5 nights @ $116.99): $584.95
- Airfare (estimated, to be reimbursed): $753.00
- Per Diem (Meals for 7 days, including travel): $416.00

Total Estimated Cost: $2,135.90
Line Item: 125-516-533202 (LEOS Training)

OK MSD 10-10-2025
10/9/25
APPROVED BY CL ON 10/29/25 FOR 1 INVESTIGA
10/9/25
FUNDS AVAIL

OFFICE OF THE SHERIFF WALLER COUNTY

100 Sheriff R. Glenn Smith Dr. • Hempstead, Texas 77445-4699
979 / 826-8282 • FAX 979 / 826-7781

SHERIFF TROY GUIDRY

Quantity	Description	Total Cost
1	Registration Fees	$550.00
1	Hotel	$584.95
1	Travel / Meals	$1000.95
	Total Costs w/ taxes	**$2135.90**

method to obtain the highest standards and recognition in these specialized areas of Public Safety. Internal Affairs operations can measure the quality of an agency's functions and the public's vision of the agency.
Internal Affairs Officers must provide a role of professionalism that is impartial and knowledgeable in the newest emerging trends and case law affecting administrative investigations. The manner in which the Internal Affairs operations conduct these functions create an impression to members of the agency and affect the social capital of the public.

QUALIFICATIONS OR PREREQUISITES FOR PROFESSIONAL INTERNAL AFFAIRS CERTIFICATION

There are NO prerequisites for attending the Internal Affairs Certification training or challenging the test for the Professional Internal Affairs Certification at the National Internal Affairs Conference.

TESTING REQUIREMENT

Each candidate must attend and successfully pass a 5 Day Certification Training Course.
- Each candidate must complete the 5 Day Certification Training Course.
- Each candidate must pass a multiple choice examination, which will include significant IA/OPS content covered during the Course.
- Each candidate must write a 500-word essay from a list of Internal Affairs subjects provided.

RE-CERTIFICATION

For graduates of the Public Safety Internal Affairs Institute Program (PSIAI) program who would like to maintain current status as a Certified Internal Affairs Investigator/Supervisor, you will have two options:
Option 1: Complete the online Internal Affairs Recertification for an 18-month extension.
Option 2: Attend a 5-Day Professional Internal Affairs Certification Course.

INTERNAL AFFAIRS CERTIFICATION CREDENTIALS

- Certificate of Completion for attending the 5 Day PSIAI Training Course.
- Certification credential card with your name and certification dates (following successfully completion of the PSIAI test and submission of the 500-word essay).
- Certificate with your special designation of Internal Affairs certified.
- Legal update electronic bulletins.

sum

Palace Station Hotel & Casino

2411 West Sahara Avenue
Las Vegas, Nevada 89102
1-800-634-3101
$89.00 Single or Double (plus tax)
(Sunday-Thursday)

1512.41

Note: To receive special room rates, please identify yourself with **Group Code: PCILL25** or **LLRMI Fall 2025**

Phillip Lillibridge

From: Law Enforcement Training <amanda.king@llrmi.ccsend.com>
Sent: Tuesday, October 14, 2025 12:05 PM
To: Phillip Lillibridge
Subject: Las Vegas National Internal Affairs Training and Certfication

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

View as Webpage

Law Enforcement Risk Management Group December Las Vegas Conference

National Internal Affairs Training and Certification

"MOST RECOGNIZED INTERNAL AFFAIRS CERTFICATION"

This is the ONLY National Internal Affairs Certification that requires testing, research, and awards certification credentials. NOTE: It is **NOT** Required to Challenge the Certification Test to Attend this Training.

December 1, 2, 3, 4 & 5, 2025

Meet the Instructors:

Lou Reiter
Deputy Chief of Police (retired)
Los Angeles Police Department

Steve Campbell
Major (retired)
Providence RI Police Department

Jeff Carter
Deputy Director (Retired)
Fayette County Detention Center

Tony Romanucci, Attorney
Romanucci & Blandin, LLC
Chicago, Illinois

Jack Ryan, Attorney
Captain (retired)
Providence Police Department

Jerry Rodriguez
Captain (retired)
Los Angeles Police Department

Jim Voge
Undersheriff (retired)
San Luis Obispo Sheriff's Office

Brian Clouse, Attorney
Clouse Safety Consulting
Indianapolis, Indiana

Registration Fee:

$550.00 Includes National Internal Affairs Training and Certification, Printed Training Manual and Certificate of Completion.

This 5 day IA Conference is intended for persons who are involved in investigating, adjudicating, overseeing, and auditing Law Enforcement Internal Affairs and Administrative Investigations. Persons involved in law enforcement risk management and human resources will be given insight into these complex and critical investigations. Seasoned veterans, as well as, newly assigned personnel will be able to learn from these presentations.

WHY GET AN IA CERTIFICATION?

The purpose of a Professional Internal Affairs Certification is to demonstrate and guarantee that a person who holds this credential has met the highest standards of Academics, Professional and Ethical standards training. Certification credentials also speak to a commitment to the Internal Affairs profession and a dedication to ongoing continuing education.
A Professional Internal Affairs Certification is the recognition of individuals who have demonstrated through a standardized assessment that they meet defined qualifications within the Internal Affairs profession.

THE INTERNAL AFFAIRS CERTIFICATION PROCESS

This process will provide public safety practitioners in Internal Affairs, Professional Standards operations, and Administrative Investigations with a

$27.99 Hotel Service Fee-Per Room Per Night.
Includes In Room Internet Service and Fitness Center.

Law Enforcement Risk Management Group | 700 N. Carr Rd. Box 595 | Plainfield, IN 46168 US

Unsubscribe | Update Profile | Constant Contact Data Notice

PALACE STATION®

CONFIRMATION - RESERVATION CONFIRMED

Nov 30, 2025 - Dec 06, 2025

Studio Suite King Non-Smoking

Confirmation Number: ZTFPK
Offer Name: All In For Vegas
Primary Guest: Mr Phillip Lillibridge
Cancellation Due Date: 11/28/2025

PALACE STATION
2411 WEST SAHARA
LAS VEGAS, NV 89102
7023672411

Deposit Policy:
1st night Room & Tax collected

Cancellation Policy:
72-hour cancellation policy. 1st night Room & Tax penalty for late cancellation

RATE BREAKDOWN

Date	Room Rate
11/30/2025	$123.94
12/01/2025	$137.94
12/02/2025	$151.94
12/03/2025	$200.94
12/04/2025	$235.94
12/05/2025	$223.94
Total	$1,074.64

Room Total: $1,074.64
Room Total Tax: $143.79

Total: $1,218.43
(*Inclusive of taxes)
Deposit Amount: $95.18
Cancellation Amount: $95.18
Charged when cancelled on/after due date

PALACE STATION®

CONFIRMATION - RESERVATION CONFIRMED

Nov 30, 2025 - Dec 06, 2025

Confirmation Number: 5BRDY
Offer Name: All In For Vegas
Primary Guest: Mrs Angela Turner
Cancellation Due Date: 11/28/2025

PALACE STATION
2411 WEST SAHARA
LAS VEGAS, NV 89102
7023672411

Deposit Policy:
1st night Room & Tax collected

Cancellation Policy:
72-hour cancellation policy. 1st night Room & Tax penalty for late cancellation

Studio Suite King Non-Smoking

RATE BREAKDOWN

Date	Room Rate
11/30/2025	$123.94
12/01/2025	$137.94
12/02/2025	$151.94
12/03/2025	$200.94
12/04/2025	$235.94
12/05/2025	$223.94
Total	$1,074.64

Room Total: $1,074.64
Room Total Tax: $143.79

Total: $1,218.43
(*Inclusive of taxes)
Deposit Amount: $95.18
Cancellation Amount: $95.18
Charged when cancelled on/after due date

Thanks Angela for choosing United!

Confirmation number: BPELJS

Manage my trip

Upgrade to Premium Cabin

Spacious seats, free drinks, and Group 1 Boarding.

$160 plus tax, per person (avg.)

Upgrade to Economy Plus®

Extra legroom, in-seat power and seating closer to the front.

from $90 plus tax, per person

Preferred seat

Sit in the first rows of Economy

from $27 plus tax, per person

1/3

Flight details

Flight to Las Vegas

DEPART	ARRIVE	FLIGHT INFO	
Sun, Nov 30, 2025	Sun, Nov 30, 2025	Flight	UA 1799
9:46 AM	11:17 AM	Duration	3h 31m
		Aircraft	Boeing 737-900
IAH	LAS	Emissions	326 kg CO_2
		Fare Class	United Economy (Q)
		Seats	20D, 20C
Houston, TX, US	Las Vegas, NV, US		

Flight to Houston

DEPART	ARRIVE	FLIGHT INFO	
Sat, Dec 6, 2025	Sat, Dec 6, 2025	Flight	UA 357
1:02 PM	6:05 PM	Duration	3h 3m
		Aircraft	Boeing 737-800
LAS	IAH	Emissions	300 kg CO_2
		Fare Class	United Economy (G)
		Seats	Choose seat
Las Vegas, NV, US	Houston, TX, US		

Calculate bag charges

Houston, TX → Las Vegas, NV
November 30, 2025

FIRST BAG	$40
SECOND BAG	$50
WEIGHT PER BAG	50lbs (23kgs)

Las Vegas, NV → Houston, TX
December 06, 2025

FIRST BAG	$40
SECOND BAG	$50
WEIGHT PER BAG	50lbs (23kgs)

Site Feedback

These are estimates of additional bag service charges that may apply to your itinerary. Service charges may vary by traveler, depending on status or memberships. First and second bag service charges do not apply to active duty-members of the U.S. military and their accompanying dependents. For additional information, visit united.com/baggage.

NEW CARD BENEFITS

$0 intro annual fee

Free checked bag (Terms apply)
2 one-time Club™ passes
Priority boarding

Learn more

IT'S NOT TOO LATE TO SAVE!

$300 STATEMENT CREDIT after first purchase + 25,000 BONUS MILES after qualifying purchases

Purchase Summary

You paid today	$1,260.52
Card statement credit	-$300.00
Total after statement credit	$960.52
> Fare	$935.66
> Premium Add-Ons	$179.98
Taxes and Fees	$144.88
> Adult (18+)	$72.44
> Adult (18+)	$72.44
TOTAL	1.52

Credit card payment: $1,260.52 (Mastercard **5315)

Travelers

Angela Turner

Email:
angelamoore66@hotmail.com
Date of Birth:
4/30/1966
Frequent flyer:
UA-*****305
Contact number:
+18325150334

PHL + ANGELA 2 PEOPLE
* AIR COST

eTicket number:
01623443650765

Phillip Lillibridge

Email:
p.lillibridge@wallercounty.us
Date of Birth:
3/2/1969
Contact number:
+1 281-415-4824
eTicket number:
01623443650776

Special seating accommodations

About carry-on and checked bags

Site Feedback

Legal and Liability Risk Management Institute

700 N Carr Rd # 595
Plainfield, IN 46168
(317) 386-8325
www.LLRMI.com

CONFIRMATION

Your confirmation # 255446

To: Waller County Sheriff's Office
100 Sheriff R. Glenn Smith Drive
Hempstead TX 77445
Attn:Phillip Lillibridge

PO_Number
Phone: (979) 826-8282
Fax:
Email: p.lillibridge@wallercounty.us

Attendees

Angela Turner
~~Dale Park~~

Seminar Information

Thank you for registering for a Legal Liability Risk Management seminar!

The personnel listed in the left column were registered on 10/29/2025 for the course below:

#16925 National Internal Affairs Training and Certification
12/1/2025 through 12/5/2025 Las Vegas, NV

General Information

Registration is from 8:00 - 8:30 on 12/1/2025 - Coffee will be provided.

Lunch break is from 12:00 - 1:00 (On Own)

Attendees are encouraged to dress appropriately for classroom training unless otherwise instructed. Uniforms are not required.

Location Information

This seminar will take place at:

Palace Station Hotel & Casino
2411 West Sahara Avenue
Las Vegas NV

Walk-in registrations will be accepted only if space allows.

Hotel Information

Discount room rates available:

Palace Station Hotel & Casino
2411 West Sahara Avenue
Las Vegas NV

Identify with "GROUP CODE: PCILL25 or LLRMI Fall 2025 " to receive discounted rates

Riley Road @ Birch Creek Draw
Bridge Replacement – Supplemental 1

October 16, 2025

J. Ross McCall, PE
County Engineer
Waller County Road & Bridge
775 Bus 290 East
Hempstead, TX 77445

Subject: Riley Road at Birch Creek Draw Bridge Replacement
Supplemental Proposal for
Construction Engineering and Inspections (CEI) Services

Mr. McCall,

IEA Inc. (IEA) is pleased to submit this proposal for Supplemental Construction Engineering and Inspection Services for Riley Road at Birch Creek Draw Bridge Replacement.

Please find the following documents provided for your consideration:

SCOPE OF SERVICES found in *Exhibit A*
LEVEL OF EFFORT (LOE) can be found in *Exhibit B*

Based on the scope of services and the contractor's schedule and understanding of the construction phasing, we anticipate a total estimated Time and Materials fee of **$ 169,865.00**. The previously approved and authorized Construction Phase Services *is included* in this estimated fee as in *Exhibit B*.

We appreciate the opportunity to assist the County and look forward to working with you. Should you have any questions or require additional information, please do not hesitate to contact me at 979.583.7657.

Respectfully,

Trey Haskins, PE, PTP, CFM
Municipal Practice Leader

cc: Wilson Wong, PE, Houston Office Manager, IEA, Inc.

Attachments:

- Exhibit A – Riley Rd – CEI – Supplemental - Scope of Services
- Exhibit B – Riley Rd – CEI – Supplemental - LOE - 11.17.25

Exhibit A - SCOPE OF SERVICES

Riley Road @ Birch Creek Draw
Bridge Replacement – Supplemental 1

Supplemental #1 – CEI Support Services

BASIC SERVICES (Time and Materials)

The scope of services for the Riley Road at Birch Creek Draw - Construction Management Support Services will generally consist of periodic review of construction operations and to provide the County support for construction administration, construction observation, construction documentation, and periodic review of materials testing services performed by others, related to the construction of the Riley Road at Birch Creek Draw Bridge Project located in Waller County, Texas approximately 1.4 miles west of FM 1774 as measured along Riley Road.

The Contractor shall assist the County throughout all aspects and phases of construction operations and shall, when requested by the County, fully support the County in its dealings with the Construction Contractor, suppliers, subcontractors, other consultants, government entities, utilities, property owners, and the public.

The Contractor's observation or monitoring portions of the work performed under construction contracts or other professional services contracts shall not relieve those contractor(s) from responsibility for performing work in accordance with applicable contract documents.

As a representative of the County, when necessary, the Contractor shall notify the County and the Construction Contractor of the Construction Contractor's failure to comply with the requirements of the construction contract documents. The Contractor is obligated to notify the County and Construction Contractor of compliance issues. The Contractor does not have the authority to direct the Construction Contractor's operations.

1. **Construction Management & Support**
   a. Provide construction management related engineering support to the County Engineer or his delegate.
   b. Review the plans and specifications in advance of the various work operations to be familiar with the project requirements.
   c. Attend and participate in a pre-construction conference.
   d. Attend and participate in meetings with the Construction Contractor.
   e. Attend and participate in meetings with the County.
   f. Attend and participate in other meetings as requested.
   g. Assist the County with preparation of materials for meetings.
   h. Periodically monitor Construction Contractor's operations for performance of work, adequacy of resources, investigation of issues, conflicts with utilities, and unforeseen jobsite conditions.
   i. Assist the County with identification and evaluation of potential solutions to resolve issues on the project.
   j. Assist the County with evaluation and resolution of claims received during the period of service; and
   k. The Contractor will coordinate issues with the County Engineer or his delegate

2. Construction Administration Support

a. Provide pre-construction engineering services to include:

i. assistance for review of contractor pre-construction submittals for contract documents compliance; and

ii. assistance for review of proposed construction plan including project schedules, proposed construction methods and materials.

b. Assist with preparation of technical information for change orders as required, including reviewing pricing and quantities in change orders and negotiation of change order request(s) as required to obtain change order pricing acceptable to the County.

c. Review Construction Contractor's monthly progress payment/pay estimate prepared by others prior to submittal to County for payment.

d. Review and provide recommendations to County on requests for substantial and final completion.

e. Provide the County assistance during the closeout process.

3. Construction Oversight & Reporting

a. Provide periodic onsite construction oversight during the construction process to observe general quality of the Work completed by the Construction Contractor.

b. Provide periodic review of Construction Contractor progress and compliance with the project schedule.

c. Provide periodic review of Construction Contractor traffic control plan (TCP) implementation and effectiveness of TCP.

d. Provide periodic review of Construction Contractor QC activities.

e. Provide field observation of work performed by the Construction Contractor.

f. Provide daily progress reporting and maintain a project diary.

g. Assist in review and/or processing of Construction Contractor submittals.

h. Assist in interpreting plans and specifications and in responding to Construction Contractor's requests for information.

i. Notify the County and the Construction Contractor when work is not in compliance with contract documents

4. Materials Testing Oversight

a. Periodically review adequacy of materials testing frequency performed by others.

b. Periodically review materials test results from tests performed by others.

c. Recommend acceptance or rejection of materials.

Exhibit B - Level of Effort
Supplemental 1 - CEI Services

PRIME PROVIDER: IEA, INC.
PROJECT NAME: Riley Rd @ Birch Creek Draw - Bridge Replacement
LIMITS: 300' E/W of Riley Rd @ Birch Creek Draw

SUMMARY OF FEE SCHEDULE				
CONSTRUCTION ENGINEERING & INSPECTION	**IEA, INC.**	**SUBCONSULTANTS**		**TOTAL**
TOTAL LABOR EXPENSES	$ 159,945.00			**$ 159,945.00**
TOTAL DIRECT EXPENSES	$ 9,920.00			**$ 9,920.00**
TOTAL	**$ 169,865.00**			**$ 169,865.00**

Exhibit B - Level of Effort
Supplemental 1 - CEI Services

PRIME PROVIDER: IEA, INC.
PROJECT NAME: Riley Rd @ Birch Creek Draw - Bridge Replacement
LIMITS: 300' E/W of Riley Rd @ Birch Creek Draw

TASK DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT MANAGER	CONSTR. INSPECTOR	SR. CONSTR. INSPECTOR	DOCUMENT CONTROLS	TOTAL LABOR HRS. & COSTS
CONSTRUCTION ENGINEERING (FC 351) - T&M							
ENGINEER'S ESTIMATE OF PROBABLY CONSTRUCTION COSTS		1	3				10
PREPARATION OF BID SOLICITATION DOCUMENTS	3	4	5				12
REVIEW OF BIDS/RECOMMENDATION TO COUNTY ENGINEER	3	2	5				10
ATTEND PRE-BID / PRE-CONSTRUCTION MEETING	8	6					14
ATTEND FIELD MEETINGS/ CONDUCT SITE VISITS		4	5				9
CALCULATE QUANTITIES AND ASSIST IN PREPARING CHANGE ORDERS	2	1	3				12
REVIEW AND APPROVE SHOP DRAWINGS		1	6				19
SUBMITTAL REVIEWS / RFI RESPONSES	2	1	6				27
REVIEW OF PROGRESS APPLICATIONS/RECOMMENDATIONS TO ENGINEER	2	1	6				21
CONSTRUCTION SITE VISITS	2	8	8				18
STRUCTURAL INSPECTIONS		4	4				8
I. CONSTRUCTION MANAGEMENT & SUPPORT					120	17	137
II. CONSTRUCTION ADMINISTRATION SUPPORT					68	51	119
III. CONSTRUCTION OVERSIGHT & REPORTING				510	120	17	647
IV. MATERIALS TESTING OVERSIGHT					68	51	119
HOURS SUB-TOTALS	22	33	51	510	376	136	1,182
CONTRACT RATE PER HOUR	$ 220.00	$ 175.00	$ 130.00	$ 100.00	$ 200.00	$ 80.00	
TOTAL LABOR COSTS	$ 4,840.00	$ 5,775.00	$ 6,630.00	$ 51,000.00	$ 75,200.00	$ 10,880.00	$ 159,945.00
% DISTRIBUTION OF STAFFING	1.86%	2.79%	4.31%	43.15%	31.81%	11.51%	
SUBTOTAL (FC 351)							**$ 159,945.00**

DIRECT EXPENSES (FC 351)	**QUANTITY**	**UNIT**	**RATE**				TOTAL
CONSTRUCTION TRUCK (PROVIDE, OPERATE AND MAINTAIN) (>1wk, up to 1 mo)	4	MO	$ 1,650.00				$ 6,600.00
CONSTRUCTION TRUCK (PROVIDE, OPERATE AND MAINTAIN) (<5 days)	12	DAY	$ 165.00				$ 1,980.00
SAFETY EQUIPMENT (PPE, FLASHING BEACONS, ETC)	0	N/A	$ 1,500.00				$ -
DELIVERIES		TBD	incl				$ 500.00
POSTAGE		TBD	incl				$ 200.00
BW COPIES 8 1/2 X 11		TBD	$ 0.15				$ -
BW COPIES 11 X 17		TBD	$ 0.30				$ -
SUBTOTAL DIRECT EXPENSES (FC 351)							**$ 9,920.00**

SUMMARY BY FUNCTION CODE (ADDITIONAL SERVICES)	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT MANAGER	CONSTR. INSPECTOR	SR. CONSTR. INSPECTOR	DOCUMENT CONTROLS	TOTAL COST BY FC
CONSTRUCTION ENGINEERING (FC 351) - T&M							$ 159,945.00
TOTAL LABOR EXPENSES	22	33	51	510	376	136	**$ 159,945.00**
TOTAL DIRECT EXPENSES							**$ 9,920.00**
TOTAL ADDITIONAL SERVICES						*TOTAL*	***$ 169,865.00***

Basis of Construction Engineering & Inspcetion Level of Effort

1. Construction Duration - 5 months or 17 wks including close-out activitities — 17 wks
2. Fee is based on maximum time required, all cost are per reuested time of job
3. Fee is based on activities and job functions as described in accompanying scope
4. IEA overhead is 159.74% of direct labor cost. Field overhead is 127.27% of direct labor cost.

Estimation of Hours	hrs/day	days/wk	hours
Inspection	6	5	510
Sr. Construction Manager			376
Task I	2.5	3	120
Task II	2	2	68
Task III	2	3	120
Task IV	2	2	68
Document Controls			136
Task I	1	1	17
Task II	1	3	51
Task III	1	1	17
Task IV	1	3	51

STATE OF TEXAS	§	County of Waller, Texas
	§	
COUNTY OF WALLER	§	H2O Partners, Inc.

AMENDMENT NO. 2

This Contract made and entered on January 17, 2024 is hereby amended for a second time as follows:

3. Term and Termination: The Term of this Agreement shall commence on full contract execution. The Update shall be complete by March 31, 2026. County may terminate this Agreement with thirty (30) days' written notice.

All other terms and conditions of the Contract remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Amendment to be duly executed.

County of Waller, Texas

By: _____
Carbett "Trey" Duhon, III
Waller County Judge

Date: December 10, 2025

H2O Partners, Inc.

By: _____
Eric Howard
Vice President

Date: 12/5/2025

STATE OF TEXAS
COUNTY OF WALLER

AMENDMENT TO THE AGREEMENT BETWEEN WALLER COUNTY, TEXAS, AND UTILITY ASSOCIATES, INC.

Waller County, Texas ("County"), a political subdivision of the State of Texas, and Utility Associates, Inc. ("Contractor"), a Delaware corporation, with its principal place of business at 250 E. Ponce de Leon Ave., Suite 700, Decatur, Georgia, 30030, hereby amend the agreement entered into between the County and Contractor on May 31, 2023. This amendment is made and entered as of the last date of signature affixed hereto ("Effective Date").

WHEREAS, County, and Contractor entered into an agreement on May 31, 2023 ("Agreement"), which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth word for word; and

WHEREAS, the Agreement was entered pursuant to Texas Department of Information Resources ("DIR") contract number DIR-CPO-4799; and

WHEREAS, DIR is a cooperative purchasing program established under Texas law through which the County is eligible as a local government entity to make purchases through contracts awarded by DIR to vendors;

WHEREAS, County wishes to purchase additional equipment under the same terms and conditions of the Agreement, and Contractor wishes to provide the additional equipment under the same terms and conditions of the Agreement;

NOW, THEREFORE the parties mutually agree as follows:

1. The Agreement is amended to include the additional equipment identified in Exhibit 1, attached hereto and incorporated herein as if fully set out word for word.
2. The term of service for the equipment identified in Exhibit 1 is coterminous with the original term of the Agreement, which ends on May 31, 2028.
3. No other amendments or modifications to the Agreement are hereby made.
4. This amendment is effective as of the date of the last signature.
5. Signatories represent and warrant that they have the authority to bind the respective parties.

[SIGNATURE PAGE FOLLOWS]

Docusign Envelope ID: C1AF5E33-878A-4347-A290-5D1150B4A5FA

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the Parties hereto mutually into this Amendment as of the Effective Date.

WALLER COUNTY, TEXAS	**UTILITY ASSOCIATES, INC.**
	Signed by: Jesse James 260B467776CB4A2...
Carbett "Trey" Duhon, III Waller County Judge	NAME TITLE
December 10, 2025 Date	12/10/2025 Date

ATTEST:

Debbie Hollan
Waller County Clerk

COMMISSIONERS COURT WALLER COUNTY TEXAS

COREFORCE®

Waller County TX Constable Precinct 2

Waller County TX Constable Pct. 2
27388 Field Store Rd.
Waller, TX 77484
United States

Gary Noel
Constable
constablepct2@wallercounty.us
+19369311914

Reference: 20251124-144410219
Quote created: November 24, 2025
Quote expires: February 22, 2026
Quote created by: Clay Campbell
"Business Manager"
ccampbell@utility.com
+18329539849

Comments from Clay Campbell

Coreforce is honored to be considered for the Waller County Constable's digital evidence collection and management needs.

Products & Services

Model Number	Item & Description	Quantity	Unit Price	Total
BWI-H/S-4005	EOS Fusion and In-Car Video System with Rocket Communications Bundle - EOS Fusion Camera and Mount, Media Controller, USB-C Breakaway Charging Cable, Rocket In-Car Video System Hardware Bundle, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Traning,	16	$6,510.00	$104,160.00 for 31 months
	One-time subtotal			$104,160.00
			Total	**$104,160.00**

Purchase terms

Payment Schedule

Name	Due	Amount
Payment 1	Upon Invoice	$104,160.00

Questions? Contact me

Clay Campbell
"Business Manager"
ccampbell@utility.com
+18329539849

Coreforce
250 E. Ponce de Leon Ave
Suite 700
Decatur, GA 30030
US

UTILITY

DIR-CPO-4799 Appendix D
Customer Service Agreement

INTRODUCTION

This service agreement describes the levels of service that Waller County ("Client" or "Customer) will receive from Utility Associates, Inc. ("UA" or "Supplier").

Purpose

Pursuant to DIR Contract [DIR-CPO-4799] (the "DIR Contract"), the Client is purchasing certain IT equipment, software and services (the "IT system") that are provided, maintained and supported by the Supplier.

Subject to the DIR Contract, this service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

In the event of a conflict between this agreement and the DIR Contract, the DIR Contract shall control.

SCOPE

Parties

This agreement is between:

The Client:	**The Supplier:**
Waller County	Utility Associates Inc.
100 Sheriff R Glenn Smith Dr Hempstead, TX 77445	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Sheriff Troy Guidry (979(826-8282 t.guidry@wallercounty.us **Contractual Invoices Contact:** contracts@wallercounty.us	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying document and will run for the term of the agreement plus any extensions of such agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.

Item Type	Number of Items	Item Priority
Eos Camera	Qty 65 Supplied by Utility	1
Bluetooth Controller	Qty 65 Supplied by Utility	2
Eos Ready Uniforms	$200 Allotment Towards any Combination of New Eos Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to Eos Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
Polaris	Qty Unlimited Licenses Supplied by Utility	1
RocketIoT In-Car Video	Qty 45 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times, and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the system used by the Client.

Additionally, the Supplier will:

UTILITY

- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the customer directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

UTILITY

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "Polaris™", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes in accordance with the DIR Contract. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement in accordance with the DIR Contract. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software,

Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the “Excusable Downtime”):

(i) Scheduled network, hardware or service maintenance;
(ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
(iii) A failure of the Internet and/or the public switched telephone network;
(iv) The occurrence of any event that is beyond UA’s reasonable control, or
(v) At Customer’s direction, UA restricting Customer’s and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro- rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA’s Eos Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer’s/deputy’s uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per Eos camera purchased, will be modified to Eos ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client’s request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

(i) Duty shirts (long or short sleeve)
(ii) Soft outer carrier vest
(iii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to Eos ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

(i) Polo shirts
(ii) Commando style sweaters

(iii) Tactical vest or outer plate carriers
(iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small business in your respective area.

(i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
(ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
(iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at $2,500 per session.

e. As part of the offering with a multiyear service agreement, UA will provide a $200 allotment towards any combination of new Eos ready, standard uniforms, per body camera purchased.
1.2.1 Uniform Retrofit Pricing Schedule.
a. Eos - **standard** garment retrofit service table (price includes shipping)

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, Eos Ready	$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Mount, Eos Ready	$13
Blauer 343, 343R	Traffic Safety Vest, Eos Ready	$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, Eos Ready	$23
Spiewak	Carrier Vest Mount, Eos Ready	$33
Elbeco SH3500	Soft Shell Jacket	$23
All Standard Uniform Types	Grommet Swap Out	$10

b. Eos - **non-standard** garment retrofit service table (price includes shipping). Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered, by UA's Uniform Coordinator. For additional questions, comments or concerns please e-mail uniforms@utility.com

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	$33
Tactical Vest – Velcro Closure	$43
Tactical Vest – Center Zipper Closure	$23
Tactical Vest – Horizontal Zipper with Mounting (Ex. Blackhawk Tactical Carrier)	$43
Polo Shirt	$43
Polo Carrier – Horizontal Zipper	$43
Leather Jacket / Coat.	Quote Only
Patches	
Single	$5
Pair	$6

UTILITY

Name Tape – Includes Embroidery and Velcro	$10

USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 Restrictions. Except as provided by the DIR Contract, Customer and its Licensed Users shall not:

(a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). If Customer fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including Eos™ devices and peripherals, and Rocket™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part

thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement in accordance with the DIR Contract. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) provide Customer with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA

CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CUSTOMER'S NEEDS.

TERM AND TERMINATION

5.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth in the DIR Contract, and shall automatically renew for additional five (5) year terms (the "Renewal Term") unless terminated earlier as provided in the DIR Contract.

MISCELLANEOUS

6.1 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate.

6.2 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory.

6.3 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

6.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

6.5 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

UTILITY

IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed: _____

Name: Carbett "Trey" J. Duhon III

Title: County Judge

Date: May 31, 2023

Signed on behalf of The Supplier:

Signed: _____

Name: Amanda A. Havice

Title: CFO

Date: 5/31/2023

UTILITY

May 31, 2023

Sheriff Troy Guidry
Waller County Sheriff's Office
100 Sheriff R Glenn Smith Dr.
Hempstead, TX 77445

Sheriff Troy Guidry,

Utility Associates, Inc. (UA, herein) is honored that your Agency has selected our Company to provide its Deputies with the Rocket™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Agency to the growing family of Departments and Agencies who have deployed Rocket – the industry's smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that the Waller County Sheriff's Office intends to enter into with our Company:

1. Services Pricing Proposal:

    a. Vehicle video & communications systems to support a total of 65 Deputies and 45 police vehicles
    b. Period of agreement = Five (5) years from date of authorized signature
    c. Total system price: covering the scope and quantities specified in this offer for service - Includes all hardware, software licenses, Eos generated data storage/retrieval, warranty and support for a period of Five (5) Years for: $726,882.
    d. Attachment A - (Quote # 20230412-175258029) outlines the details of the services pricing proposal, with associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

    Rocket Vehicle Video/Communications/Camera triggers - Includes Polaris™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Eos Generated Video Storage and Download.

    Every Officer/Deputy (Qty. 65) will be equipped with the following:

    a. One (1) Eos™ Camera and Mount
    b. One (1) Holster Activation Sensor
    c. One (1) Bluetooth Eos Wrist/Belt Trigger
    d. CAD Integration / Activation
    e. $200 Uniform Allotment, Towards Any Combination of New Eos Ready Uniforms, per Eos Camera Purchased - (Allotment May Not be Applied to Any Other Products or Services and is surrendered if not used within 90 Days from Date of Purchase)
    f. Five (5) Retrofits of Existing, Standard Uniform Garments, to Eos Ready Status, per Eos Camera Purchased – See Section 1.1.6 of the Customer Service Agreement, for Definition of Standard Uniform
    g. Polaris Video Management Software and Mapping Interface License
    h. Unlimited Eos Generated Download & Storage – Based on Department's Retention Policy

i. Smart Redaction Software License
j. Installation and Training – Onsite and Online Training Included
k. Full Warranty
l. 24/7 Technical Support for the Life of the Contract

Every Vehicle (Qty. 45) will be equipped with the following:

a. Rocket™ Vehicle Control Unit, DVR, and Communications Hub
b. Rocket Vehicle Triggers
c. Front and Rear HD Cameras
d. Setup of Rocket Control Interface through Vehicle MDC
e. Installation, Validation, and Configuration
f. Full Warranty
g. 24/7 Technical Support for the Life of the Contract
h. Note that 8 of these vehicles will be equipped with Utility ALPR

3. Customer Service Agreement (CSA):

   a. The Customer Service Agreement asserts 99% uptime with 24/7 technical support. This includes after hours call back on any issues requiring immediate attention. On/Off hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.

4. CAD Services: UA will make reasonable concessions to perform successful integration of Eos services with your current CAD vendor. UA has successfully integrated Eos and CAD services with many vendors in the marketplace and we are confident in our abilities to integrate with your Department's provider

   a. Integrations are sometimes dependent on our ability to establish a working relationship with your current CAD vendor. This is particularly true with new CAD vendors that UA does not have an established working relationship with at the time of contract execution.
   b. Prices quoted for integration cover a standard scope of work for said services. Exceptions will be assessed on a per case basis with additional charges applying
   c. While UA utilizes varying methods to pull metadata information from your current CAD vendor, the discretion as to the most effective approach will be determined by the information obtained from the CAD vendor, with UA, CAD vendor engineers, and your IT staff making the final assessment as to the integration method of preference
   d. While rare, certain CAD vendors may resist sharing of information for the purposes of integrating and activating Eos cameras based on calls for service. Any additional fees assessed by the CAD vendor, will be forwarded to the Customer for prompt payment. These fees are ultimately between the Customer and CAD vendor to reconcile.
   e. UA will allow ninety (90) calendars days for data to be provided to us, before closing our services window for integration with your CAD vendor.

5. Terms and Options for Payment of Services: In consideration of the potential partnership between UA and the Waller County Sheriff's Office we would like to extend the following special payment terms for a five-year service term.

   Payment Option:

Payment 1: Paid Upon Signature of Offer Letter	$ 293,999.00
Payment 2: Paid Upon Year 1 Anniversary Signed Offer Letter	$ 108,221.00
Payment 3: Paid Upon Year 2 Anniversary Signed Offer Letter	$ 108,221.00
Payment 4: Paid Upon Year 3 Anniversary Signed Offer Letter	$ 108,221.00
Payment 5: Paid Upon Year 4 Anniversary Signed Offer Letter	$ 108,221.00
Total:	$ 726,882.00

We are privileged to work with your Agency on this project. Should you have any questions, at any time, please feel free to call or email me at: ccampbell@utility.com

Respectfully,

Clay Campbell, Business Manager

Offer Acceptance by Authorized Official: _____

Title: County Judge

Date: May 31, 2023

cc. Michael Nark, CEO
Amanda Havice, CFO

Waller County TX Sheriff - Service Agreement Proposal (DIR)

Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr.
Hempstead, TX 77445
United States

Troy Guidry
t.guidry@wallercounty.us

Reference: 20230412-175258029
Quote created: April 12, 2023
Quote expires: May 31, 2023
Quote created by: Clay Campbell
Business Manager
ccampbell@utility.com
+18329539849

Comments from Clay Campbell

Utility is honored that the Waller County Sheriff's Office has selected the Utility solution for its deputies. We look forward to partnering with you to serve the Waller County community. Please accept this services agreement proposal for review and consideration.

Products & Services

Item & Description	Quantity	Unit Price	Total
Eos Bundle Eos Camera and Mount, Holster Sensor, Media Controller, CAD Activation, Polaris Web SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	20	$7,220.00	$144,400.00 for 5 years
Eos w/ Rocket Communications and In-Car Video Bundle Eos Camera and Mount, Holster Sensor, CAD Activation, Media Controller, Rocket IoT In-Car Video System Hardware Bundle, Battery Backup, OBD 2, Polaris Web SaaS, Warranty, and 24/7 Technical Support.	37	$15,730.00	$582,010.00 for 5 years

Item & Description	Quantity	Unit Price	Total
Eos w/ Rocket Communications, In-Car Video & ALPR Bundle Eos Camera and Mount, Holster Sensor, CAD Activation, Media Controller, Rocket IoT In-Car Video System Hardware Bundle, ALPR Hardware Bundle, Battery Backup, OBD 2, Polaris Web SaaS, Warranty, and 24/7 Technical Support.	8	$26,790.00	$214,320.00 for 5 years
CAD Integration Integration, via replication services, with CAD system for automatic classification of Eos generated video.	1	$15,000.00	$15,000.00 for 5 years

Subtotals

One-time subtotal	$955,730.00

Other Fees

TX DIR pricing adjustment	($228,848.00)
Total	**$726,882.00**

Purchase terms

Signature

Signature

May 31, 2023

Date

Carbett "Trey" J. Duhon III

Printed name

Questions? Contact me

Clay Campbell
Business Manager
ccampbell@utility.com
+18329539849

Utility Associates, Inc.
250 E. Ponce de Leon Ave
Suite 700
Decatur, GA 30030
US

UTILITY.

Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Waller County TX Sheriff
Date	2/19/2025
Sales Quote#	135124
Expires	4/20/2025
Sales Rep	Brian Churchill
PO#	
Terms	Net 30

Bill To

invoices@wallercounty.us
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

Ship To

Jeff Schillinger
Waller County TX Sheriff
100 Sheriff R Glenn Smith Dr
Hempstead TX 77445
United States

Item	Description	Quantity	Price Each	Amount
EOS-H	EOS Intelligent Body Camera HaaS	6	$885.00	$5,310.00
EOS-S-4	EOS Intelligent Body Camera SaaS - 4 Years. Coterminous with current contract. 4-1-25 through 5-31-28. 38 Mo	6	$3,518.00	$21,108.00
BODY-H-3030040	Klickfast Anti-Tilt Clip On EOS (formerly BodyWorn) Dock	6	$10.00	$60.00
BODY-H-306-MotoGPower(2022)	External Klickfast Holster- MotoGPower(2022) w/ 140° Lens	6	$50.00	$300.00
Shipping (ARM)	Shipping	1	$25.00	$25.00
Signature Line	Signature:_____			
	Name: Carbett"Trey" J. Duhon, III - County Judge			
	Date: April 16, 2025			
	PO:_____			

Subtotal	$26,803.00
Discount	($4,020.45)
Subtotal	$22,782.55
Sales Tax (%)	$0.00
Total	**$22,782.55**

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to *clientsuccess@utility.com*

Waller County
Bid 26-001
Term Contract for Road Base and Construction Materials
Term: January 1, 2026 through December 31, 2026
Recommendation: All bidders meeting specifications

All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)
Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423

VENDOR NAME:	Heise Trucking LLC	Martin Marietta	Waller County Asphalt	Rock Ridge Transport	Texas Star Transport, LLC
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
Plant Location	Kosse	Tomball	Tomball	Jarrell	Tx Materials Giddings
FOB Plant Location		$40.00		$7.50/ton	
FOB Hempstead Yard	$29.72/ton	$48.00		$36.50/ton	$31.50
FOB Brookshire Yard	$33.87/ton	$52.00		$39.00/ton	$36.50
FOB Waller County Jobsite					
Material ($/ton)		$40.00		$7.50/ton	
Delivery ($/mile)		$12.00/.25		$.26/ton/mile	
Grade 3 Aggregate (Limestone)	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
FOB Hempstead Yard	$28.75/ton	$61.00	$59.00		Brauntex Materials $53.25
FOB Brookshire Yard	$32.50/ton	$62.00	$59.00		Brauntex Materials $53.25
Grade 4 Aggregate (Limestone)	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
FOB Hempstead Yard		$61.00	$50.00		Tx Materials Giddings $55.25 Brauntex Materials $53.25
FOB Brookshire Yard		$62.00	$50.00		Brauntex Materials $53.25
Grade 3 Precoat Aggregate (PB 3)	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
FOB Hempstead Yard			$78.00		Brauntex Materials $76.75 Colorado Materials $82.75
FOB Brookshire Yard			$78.00		Brauntex Materials $76.75
Grade 4 Precoat Aggregate (PB 4)	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
FOB Hempstead Yard			$71.00		Brauntex Materials $76.75 Colorado Materials $82.75
FOB Brookshire Yard			$71.00		Brauntex Materials $76.75
3/8" Pea Gravel	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
FOB Hempstead Yard	$44.50/ton	$45.00		$44.12/ton	Westpoint $33.75 Ellinger $29.00
FOB Brookshire Yard	$48.00/ton	$45.00		$48.75/ton	
Type F Aggregate (3/8" Ice Rock)	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
Plant Location				**Jarrell**	Brauntex Materials
FOB Plant Location				$14.50/ton	
FOB Hempstead Yard				$44.00/ton	$53.25
FOB Brookshire Yard				$47.00/ton	$53.25
Oversized Rock (1" X 3")	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
Plant Location				Jarrell	
FOB Plant Location		$60.00		$10.00/ton	
FOB Hempstead Yard		$72.00		$43.00/ton	
FOB Brookshire Yard		$73.00		$47.50/ton	
Oversized Rock (3" X 5")	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
Plant Location				Jarrell	Texas Materials-Giddings
FOB Plant Location		$60.00		$10.00/ton	
FOB Hempstead Yard	$36.25/ton	$72.00		$43.00/ton	$47.25
FOB Brookshire Yard	$42.50/ton	$73.00		$47.50/ton	$52.25
Rip Rap (Stone)(12"-18")	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
Plant Location				Jarrell	
FOB Plant Location				$36.00/ton	
FOB Hempstead Yard	$60.00/ton			$77.70/ton	
FOB Brookshire Yard	$67.00/ton			$81.60/ton	
Reclaimed Asphalt Pavement (RAP)	**Heise Trucking LLC**	**Martin Marietta**	**Waller County Asphalt**	**Rock Ridge Transport**	**Texas Star Transport, LLC**
FOB Hempstead Yard					
FOB Brookshire Yard					

Cement Stabilized Sand (3 sack/ton)	Heise Trucking LLC	Martin Marietta	Waller County Asphalt	Rock Ridge Transport	Texas Star Transport, LLC
FOB Hempstead Yard					
FOB Brookshire Yard					
FOB Waller County Jobsite					
Material ($/ton)					
Delivery ($/mile)					

CEMENT (Dry) DMS 4600	Heise Trucking LLC	Martin Marietta	Waller County Asphalt	Rock Ridge Transport	Texas Star Transport, LLC
FOB Waller County Jobsite					
Material ($/ton)					
Delivery ($/mile)					
Spreader Bar Charge					

LIME	Heise Trucking LLC	Martin Marietta	Waller County Asphalt	Rock Ridge Transport	Texas Star Transport, LLC
Hydrated Lime (FOB Waller County Jobsite) DMS 6330					
Material ($/ton)					
Delivery ($/mile)					
Quicklime (FOB Waller County Jobsite) DMS 6330					
Material ($/ton)					
Delivery ($/mile)					
Spreader Bar Charge (Dry)					
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350					
Material ($/ton)					
Delivery ($/mile)					
Spreader Bar Charge (Slurry)					

Contract Sheet
Bid 26-001

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 10 day of December, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Waller County Asphalt, of the City of Hempstead, County of Waller, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Road Base and Construction Materials**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11/17/2025
Date

REID DAWSON VICE PRESIDENT
Printed Name and Title of Signatory

ATTEST

Debbie Hollan

Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-001

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

WALLER COUNTY ASPHALT, INC.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): TEXAS

Federal Employer Identification Number: 52-2407248

Principal Place of Business Address: 22010 FAIRGROUNDS RD.
HEMPSTEAD, TEXAS 77445

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

WALLER COUNTY ASPHALT, INC
22010 FAIRGROUNDS RD., HEMPSTEAD, TEXAS 77445

List any other names the Company uses, or is known by (dba, aka, etc.):

WALLER COUNTY ASPHALT, INC.
Company Name

11/17/2025
Date

R D
Signature of Authorized Company Official

REID DAWSON
Printed Name

INFO@WCASPHALT.COM
Email address

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
WALLER COUNTY ASPHALT, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
22010 FAIRGROUNDS RD.

Requester's name and address (optional)

6 City, state, and ZIP code
HEMPSTEAD, TEXAS 77445

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
52-2407248

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 11/17/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	Waller County Asphalt, Inc.
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Unit Bid Price (Per Ton)**
Plant Location	
FOB Plant Location	
FOB Hempstead Yard	
FOB Brookshire Yard	
FOB Waller County Jobsite	
Material ($/ton)	
Delivery ($/mile)	
Grade 3 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$ 59.00
FOB Brookshire Yard	$ 59.00
Grade 4 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$ 50.00
FOB Brookshire Yard	$ 50.00
Grade 3 Precoat Aggregate (PB 3)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$ 78.00
FOB Brookshire Yard	$ 78.00
Grade 4 Precoat Aggregate (PB 4)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$ 71.00
FOB Brookshire Yard	$ 71.00
3/8" Pea Gravel	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Type F Aggregate (3/8" Ice Rock)	**Unit Bid Price (Per Ton)**
Plant Location	
FOB Plant Location	
FOB Hempstead Yard	
FOB Brookshire Yard	
Oversized Rock (1" X 3")	**Unit Bid Price (Per Ton)**
Plant Location	
FOB Plant Location	

FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge (Slurry)	

Waller County, Texas
Invitation for Bid

Term Contract for Road Base and Construction Materials
BID 26-001

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-001
Road Base and Construction Materials

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than November 12, 2025 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with all vendors meeting or exceeding specifications to provide and/or haul road base and construction materials, as defined in the Contract General Terms and Conditions.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **January 1, 2026 through December 31, 2026** renewable annually for four (4) years (through December 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-001.

c. Description is the title of the solicitation: Road Base and Construction Materials.

SECTION 8. AWARD

8.1 The contract will be awarded to all bidders meeting specifications, as stated herein.

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Price Sheet

c. Contract Special Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

3.1 Required Compliance with Texas Government Code Chapter 2258: This Project is subject to the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code, and the Davis-Bacon Act Wage Determination # TX20250038 provided below. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep records of each worker employed by the Contractor or a subcontractor in the construction of the Project, including each worker's name, occupation, and the actual per diem wage paid to each worker. Said records shall be open at all reasonable hours to inspection by the County and its officers and agents. If Contractor pays any worker less than the below stated rates at any time, the Contractor shall pay Waller County sixty dollars ($60.00) per day for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extend-ed (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent per-forming on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the con-tract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00

Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63 **	0.00
Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12 **	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12 **	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12 **	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00
Welder	$ 20.97	0.00

Work Zone Barricade Servicer $ 17.37 ** 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2024, in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification and rate.

Union Average Rate Identifiers

Thes UAVG identifier indicates that no single majority rate prevailed for those classifications; but that, 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFLA2022-007 6/27/2024. SU indicates that the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Main. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* a survey underlying a wage determination
* an existing published wage determination
* an initial WHD letter setting forth a position on a wage determination matter
* an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to da-visbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller

County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 The County may purchase any one (1) item from this bid without procurement of any other items included in the bid.
6.2 All prices, unless otherwise specified, are to be FOB delivery point.
6.3 All orders for road materials must be authenticated by a purchase order issued by Waller County Procurement Director. Invoices not bearing a purchase order will not be paid.
6.4 Awarded vendor may not substitute any materials unless authorized by the Waller County Procurement Director or County Road Commissioner.
6.5 Manufacturer's Safety Data Sheets (MSDS) must be provided to ordering department on all applicable deliveries.
6.6 Signage/traffic control devices will be provided by Waller County, unless otherwise specified.
6.7 Awarded vendor must guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

SECTION 7. DELIVERY AND COUNTY STOCKPILE DELIVERY LOCATIONS:

7.1 Deliveries must include off-loading pump and hoses.
7.2 In order to be considered for delivery of road materials to a job site, vendor is required to enter a price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Waller County shall utilize rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff, as applicable. Price per mile is from the Hempstead Yard, Road and Bridge Department, 775 Business 290E, Hempstead.
7.3 Items ordered from this bid may require deliver to various locations throughout Waller County, as specified at time of order. County stockpile delivery locations are below:

Hempstead
Road and Bridge Department
775 Business 290E
Hempstead, Texas

Brookshire
Road and Bridge – Brookshire
5004 Gassner Rd.
Brookshire, Texas

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.
8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable

to the County. Each Application for Payment must be filled out and signed by the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance

of the Contract Price. The Contractor may make application for final payment following the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Agreement Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the

Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the

date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the

State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided 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 self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR**

INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved, or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum agreements between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing

information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County	To Contractor:
Attn: County Judge 836 Austin Street, Suite 4300 Hempstead, Texas 77445	As indicated on Bidder's Business Information Sheet

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

END

Waller County Bid 26-001

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☑ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

WALLER COUNTY ASPHALT, INC.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC.
Company Name

Signature of Authorized Company Official

REID DAWSON
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

Contract Sheet
Bid 26-001

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 15 day of November, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Texas Star Transport, LLC, of the City of Somerville, County of Burleson, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Road Base and Construction Materials**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11/15/25
Date

Preston Davis - President
Printed Name and Title of Signatory

ATTEST

Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-001

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Texas Star Transport, LLC

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☐ Corporation
- ☑ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 38-3888717

Principal Place of Business Address: 18029 St. Hwy 36 S., Somerville, TX 77879

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Texas Star Transport, LLC, PO Box 818, Somerville, TX 77879

List any other names the Company uses, or is known by (dba, aka, etc.):

Texas Star Transport, LLC
Company Name

11/13/25
Date

Signature of Authorized Company Official

Preston Davis
Printed Name

preston.rtfr@gmail.com
Email address

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Texas Star Transport, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
18029 SH 36 South

Requester's name and address (optional)

6 City, state, and ZIP code
Somerville, TX 77879

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
38 - 3887717

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] **Date** 11/15/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	Texas Star Transport, LLC
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2 - Texas Materials	**Unit Bid Price (Per Ton)**
Plant Location - Texas Materials - Giddings	Texas Materials - Gi
FOB Plant Location	
FOB Hempstead Yard	$31.50
FOB Brookshire Yard	$36.50
FOB Waller County Jobsite	
Material ($/ton)	
Delivery ($/mile)	
Grade 3 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Aggregate (Limestone) - Texas Materials	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$55.25
FOB Brookshire Yard	
Grade 3 Precoat Aggregate (PB 3)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Precoat Aggregate (PB 4)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
3/8" Pea Gravel	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Type F Aggregate (3/8" Ice Rock)	**Unit Bid Price (Per Ton)**
Plant Location	

FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (3" X 5") - <u>Texas Materials</u>		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		$47.25
FOB Brookshire Yard		$52.25
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	

Delivery ($/mile)	
Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Slurry)	

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	Texas Star Transport, LLC
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Unit Bid Price (Per Ton)**
Plant Location - Brauntex Materials - New Braunfels	Brauntex Materials-N
FOB Plant Location	
FOB Hempstead Yard	
FOB Brookshire Yard	
FOB Waller County Jobsite	
Material ($/ton)	
Delivery ($/mile)	
Grade 3 Aggregate (Limestone) - Brauntex Materials	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$53.25
FOB Brookshire Yard	$53.25
Grade 4 Aggregate (Limestone) - Brauntex Materials	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$53.25
FOB Brookshire Yard	$53.25
Grade 3 Precoat Aggregate (PB 3) - Brauntex Materials	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$76.75
FOB Brookshire Yard	$76.75
Grade 4 Precoat Aggregate (PB 4) - Brauntex Materials	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$76.75
FOB Brookshire Yard	$76.75
3/8" Pea Gravel	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Type F Aggregate (3/8" Ice Rock) - Brauntex Materials	**Unit Bid Price (Per Ton)**
Plant Location	**Materials - New**

FOB Plant Location		
FOB Hempstead Yard		$53.25
FOB Brookshire Yard		$53.25
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	

Delivery ($/mile)	
Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Slurry)	

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	Texas Star Transport, LLC
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Unit Bid Price (Per Ton)**
Plant Location - Colorado Materials - New Braunfels	Colorado Materials -
FOB Plant Location	
FOB Hempstead Yard	
FOB Brookshire Yard	
FOB Waller County Jobsite	
Material ($/ton)	
Delivery ($/mile)	
Grade 3 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 3 Precoat Aggregate (PB 3) - Colorado Materials	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$82.75
FOB Brookshire Yard	
Grade 4 Precoat Aggregate (PB 4) - Colorado Materials	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$82.75
FOB Brookshire Yard	
3/8" Pea Gravel	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Type F Aggregate (3/8" Ice Rock)	**Unit Bid Price (Per Ton)**
Plant Location	

FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	

Delivery ($/mile)	
Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Slurry)	

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	Texas Star Transport, LLC
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Unit Bid Price (Per Ton)**
Plant Location - Plum Aggregates - West Point	Plum Aggregates - W
FOB Plant Location	
FOB Hempstead Yard	
FOB Brookshire Yard	
FOB Waller County Jobsite	
Material ($/ton)	
Delivery ($/mile)	
Grade 3 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 3 Precoat Aggregate (PB 3)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Precoat Aggregate (PB 4)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
3/8" Pea Gravel - Plum Aggregates	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$33.75
FOB Brookshire Yard	
Type F Aggregate (3/8" Ice Rock)	**Unit Bid Price (Per Ton)**
Plant Location	

FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	

Delivery ($/mile)	
Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Slurry)	

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	Texas Star Transport, LLC
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Unit Bid Price (Per Ton)**
Plant Location - Texas Aggregates - Ellinger	Texas Aggregates - E
FOB Plant Location	
FOB Hempstead Yard	
FOB Brookshire Yard	
FOB Waller County Jobsite	
Material ($/ton)	
Delivery ($/mile)	
Grade 3 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 3 Precoat Aggregate (PB 3)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Precoat Aggregate (PB 4)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
3/8" Pea Gravel - Texas Aggregates	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$29.00
FOB Brookshire Yard	
Type F Aggregate (3/8" Ice Rock)	**Unit Bid Price (Per Ton)**
Plant Location	

FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	

Delivery ($/mile)	
Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Slurry)	

Waller County Bid 26-001

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☑ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Texas Star Transport, LLC
Company Name

11/15/25
Date

Signature of Authorized Company Official

Preston Davis
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Texas Star Transport, LLC
Company Name

11/15/2025
Date

Signature of Authorized Company Official

Preston Davis
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Star Transport, LLC
Company Name

Preston Davis
Printed Name

Signature of Authorized Company Official

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Star Transport, LLC
Company Name

11/15/25
Date

Signature of Authorized Company Official

Preston Davis
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Star Transport, LLC
Company Name

11/15/25
Date

Signature of Authorized Company Official

Preston Davis
Printed Name

Waller County, Texas

B26–001

Road Base and Construction Materials

Contractor References:
Texas Star Transport, LLC

1.) Name: Schrader Construction
   a.) Contact Person: Russell Schrader
   b.) Telephone Number: 1(979)-877-8463

2.) Name: H&C Road Solutions
   a.) Contact Person: Joey Kurtz
   b.) Telephone Number: 1(361)-550-1282

3.) Name: Jahnz Site Services
   a.) Contact Person: Ronnie Jahnz
   b.) Telephone Number: 1(979)-224-7149

Contract Sheet
Bid 26-001

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the _____ day of _____, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Rock Ridge Transport LLC, of the City of Goldings, County of Lee, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Road Base and Construction Materials**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11-14-2025
Date

Randy Meacham
Printed Name and Title of Signatory

ATTEST

Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-001

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 33-1332104

Principal Place of Business Address: 1389 CR 101 Giddings, TX 78942

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Rock Ridge Transport, LLC PO Box 119 Giddings, TX 78942

List any other names the Company uses, or is known by (dba, aka, etc.):

Rock Ridge Transport, LLC
Company Name

11/18/2025
Date

Signature of Authorized Company Official

Randy Meachen
Printed Name

meachenr@gmail.com
Email address

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Rock Ridge Transport, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
PO Box 119

Requester's name and address (optional)

6 City, state, and ZIP code
Giddings, TX 78942

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
3 3 - 1 3 3 2 1 0 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person: Randall J. Meacher Date: 11/18/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County, Texas
Invitation for Bid

Term Contract for Road Base and Construction Materials
BID 26-001

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-001
Road Base and Construction Materials

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than November 12, 2025 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with all vendors meeting or exceeding specifications to provide and/or haul road base and construction materials, as defined in the Contract General Terms and Conditions.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **January 1, 2026 through December 31, 2026** renewable annually for four (4) years (through December 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-001.

c. Description is the title of the solicitation: Road Base and Construction Materials.

SECTION 8. AWARD

8.1 The contract will be awarded to all bidders meeting specifications, as stated herein.

Waller County Bid 26-001

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Price Sheet

c. Contract Special Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

3.1 Required Compliance with Texas Government Code Chapter 2258: This Project is subject to the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code, and the Davis-Bacon Act Wage Determination # TX20250038 provided below. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep records of each worker employed by the Contractor or a subcontractor in the construction of the Project, including each worker's name, occupation, and the actual per diem wage paid to each worker. Said records shall be open at all reasonable hours to inspection by the County and its officers and agents. If Contractor pays any worker less than the below stated rates at any time, the Contractor shall pay Waller County sixty dollars ($60.00) per day for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extend-ed (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent per-forming on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the con-tract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00

Waller County Bid 26-001

Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63 **	0.00
Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12 **	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12 **	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12 **	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00
Welder	$ 20.97	0.00

Work Zone Barricade Servicer	$ 17.37 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2024, in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification and rate.

Union Average Rate Identifiers

Thes UAVG identifier indicates that no single majority rate prevailed for those classifications; but that, 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFLA2022-007 6/27/2024. SU indicates that the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Main. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* a survey underlying a wage determination
* an existing published wage determination
* an initial WHD letter setting forth a position on a wage determination matter
* an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to da-visbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller

County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 The County may purchase any one (1) item from this bid without procurement of any other items included in the bid.
6.2 All prices, unless otherwise specified, are to be FOB delivery point.
6.3 All orders for road materials must be authenticated by a purchase order issued by Waller County Procurement Director. Invoices not bearing a purchase order will not be paid.
6.4 Awarded vendor may not substitute any materials unless authorized by the Waller County Procurement Director or County Road Commissioner.
6.5 Manufacturer's Safety Data Sheets (MSDS) must be provided to ordering department on all applicable deliveries.
6.6 Signage/traffic control devices will be provided by Waller County, unless otherwise specified.
6.7 Awarded vendor must guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

SECTION 7. DELIVERY AND COUNTY STOCKPILE DELIVERY LOCATIONS:

7.1 Deliveries must include off-loading pump and hoses.
7.2 In order to be considered for delivery of road materials to a job site, vendor is required to enter a price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Waller County shall utilize rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff, as applicable. Price per mile is from the Hempstead Yard, Road and Bridge Department, 775 Business 290E, Hempstead.
7.3 Items ordered from this bid may require deliver to various locations throughout Waller County, as specified at time of order. County stockpile delivery locations are below:

Hempstead
Road and Bridge Department
775 Business 290E
Hempstead, Texas

Brookshire
Road and Bridge – Brookshire
5004 Gassner Rd.
Brookshire, Texas

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.
8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable

to the County. Each Application for Payment must be filled out and signed by the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance

of the Contract Price. The Contractor may make application for final payment following the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Agreement Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the

Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the

date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the

State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided 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 self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR**

INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved, or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum agreements between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing

information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

To Contractor:

As indicated on
Bidder's Business
Information Sheet

END

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME: ROCK RIDGE TRANSPORT, LLC	
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Unit Bid Price (Per Ton)**
Plant Location	Jarrell, TX
FOB Plant Location	$7.50 per ton
FOB Hempstead Yard	$36.50 per ton
FOB Brookshire Yard	$39.00 per ton
FOB Waller County Jobsite	
Material ($/ton)	$7.50 per ton
Delivery ($/mile)	$.26 per ton mile
Grade 3 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 3 Precoat Aggregate (PB 3)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
Grade 4 Precoat Aggregate (PB 4)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	
FOB Brookshire Yard	
3/8" Pea Gravel	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$44.12 per tom
FOB Brookshire Yard	$48.75 per topn
Type F Aggregate (3/8" Ice Rock)	**Unit Bid Price (Per Ton)**

Plant Location		Jarrell, TX
FOB Plant Location		$14.50 per ton
FOB Hempstead Yard		$44.00 per ton
FOB Brookshire Yard		$47.00 per ton
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location		Jarrell, TX
FOB Plant Location		$10.00 per ton
FOB Hempstead Yard		$43.00 per ton
FOB Brookshire Yard		$47.50 per ton
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location		Jarrell, TX
FOB Plant Location		$10.00 per ton
FOB Hempstead Yard		$43.00 per ton
FOB Brookshire Yard		$47.50 per ton
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		Jarrell, TX
FOB Plant Location		$36.00 per ton
FOB Hempstead Yard		$77.70 per ton
FOB Brookshire Yard		$81.60 per ton
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	

Quicklime (FOB Waller County Jobsite) DMS 6330	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Slurry)	

Waller County Bid 26-001

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☐ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Rock Ridge Transport, LLC
Company Name

11/18/2025
Date

Randy Meachen
Signature of Authorized Company Official

Randy Meachen
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Rock Ridge Transport, LLC
Company Name

11/18/2025
Date

Signature of Authorized Company Official

Randy Meachen
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Rock Ridge Transport, LLC
Company Name

Signature of Authorized Company Official

Randy Meachen
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Rock Ridge Transport, LLC
Company Name

11/18/2025
Date

Randy Meachen
Signature of Authorized Company Official

Randy Meachen
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Rock Ridge Transport, LLC
Company Name

11/18/2025
Date

Signature of Authorized Company Official

Randy Meachen
Printed Name

Rock Ridge Similar Contracts:

Bell County Road and Bridge

Chip Ralston

254-346-5731

chip.ralston@bellcounty.texas.gov

Bid No: 21-25	Purchase of Stone Rip Rap	4/7/2025
Bid No. 07-26	Road Material Hauling Service	8/25/25
Bid No. 05-26	Flexible base Material (secondary)	8/25/25

Washington County Engineering and Developmental Services

Westley Stolz

979-277-6275

wstolz@washingtoncountytx.gov

2025 Annual Bid Item 247 A 1-2 base delivered to Washington county yard over 20,000 tons delivered in 2025.

Brazos County Road and Bridge

Jonathon R. Grisso

979-822-2127

jgrisso@brazoscountytx.gov

2025 Annual Bid Primary vendor for delivered materials. Product: 1 1/" limestone backfill, limestone screenings, washed concrete sand, 12" Rip Rap, and 18" Rip Rap.

Contract Sheet
Bid 26-001

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 18 day of November, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Martin Marietta, of the City of Houston, County of Harris, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Road Base and Construction Materials**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

Albert Lopez
By: Signature of Contractor

10/18/2025
Date

Albert Lopez/Sr.Sales Rep
Printed Name and Title of Signatory

ATTEST

Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-001

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Martin Marietta

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): Raleigh North Carolina

Federal Employer Identification Number: 56-1848578

Principal Place of Business Address: 2218 North Park Drive Suite 150 Kingwood Texas 77339

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Albert Lopez

List any other names the Company uses, or is known by (dba, aka, etc.):

Martin Marietta Materials

Martin Marietta — Company Name

11/18/2025 — Date

Albert Lopez — Signature of Authorized Company Official

Albert Lopez — Printed Name

Albert.lopez@martinmarietta.com — Email address

Waller County, Texas
Invitation for Bid

Term Contract for Road Base and Construction Materials
BID 26-001

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-001
Road Base and Construction Materials

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2	**Unit Bid Price (Per Ton)**
Plant Location: **702 S Sycamore St, Tomball, TX 77375**	
FOB Plant Location	$ 40.00
FOB Hempstead Yard	$ 48.00
FOB Brookshire Yard	$ 52.00
FOB Waller County Jobsite	
Material ($/ton)	$ 40.00
Delivery ($/mile)	12.00/.25
Grade 3 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$ 61.00
FOB Brookshire Yard	$ 62.00
Grade 4 Aggregate (Limestone)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$ 61.00
FOB Brookshire Yard	$ 62.00
Grade 3 Precoat Aggregate (PB 3)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	0
FOB Brookshire Yard	0
Grade 4 Precoat Aggregate (PB 4)	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	0
FOB Brookshire Yard	0
3/8" Pea Gravel	**Unit Bid Price (Per Ton)**
FOB Hempstead Yard	$ 45.00
FOB Brookshire Yard	$ 45.00
Type F Aggregate (3/8" Ice Rock)	**Unit Bid Price (Per Ton)**
Plant Location	

FOB Plant Location		0
FOB Hempstead Yard		0
FOB Brookshire Yard		0
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location **Rosenberg Yard, 855 TX-36 North, Rosenberg, TX 77471**		
FOB Plant Location		$ 60.00
FOB Hempstead Yard		$ 72.00
FOB Brookshire Yard		$ 73.00
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location **Rosenberg Yard, 855 TX-36 North, Rosenberg, TX 77471**		
FOB Plant Location		$ 60.00
FOB Hempstead Yard		$ 72.00
FOB Brookshire Yard		$ 73.00
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		0
FOB Hempstead Yard		0
FOB Brookshire Yard		0
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		0
FOB Brookshire Yard		0
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		0
FOB Brookshire Yard		0
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	

Delivery ($/mile)	
Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350	
Material ($/ton)	
Delivery ($/mile)	
Spreader Bar Charge (Slurry)	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Martin Marietta Materials, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **D**

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

4123 Parklake Avenue

6 City, state, and ZIP code

Raleigh, NC 27612

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

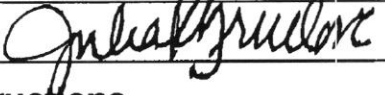
5	6	–	1	8	4	8	5	7	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 01/07/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Bid 26-001

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☐ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Martin Marietta
Company Name

10/18/2025
Date

Albert Lopez
Signature of Authorized Company Official

Albert Lopez
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Martin Marietta
Company Name

11/18/2025
Date

Albert Lopez
Signature of Authorized Company Official

Albert Lopez
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Martin Marietta
Company Name

Albert Lopez
Signature of Authorized Company Official

Albert Lopez
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Martin Marietta
Company Name

11/18/2025
Date

Albert Lopez
Signature of Authorized Company Official

Albert Lopez
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Martin Marietta
Company Name

11/18/2025
Date

Albert Lopez
Signature of Authorized Company Official

Albert Lopez
Printed Name

Contract Sheet
Bid 26-001

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 10 day of December, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Heise Trucking L.L.C., of the City of Thornton, County of _____, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Road Base and Construction Materials**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 2025.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11-11-2025
Date

Clayton D. Heise owner
Printed Name and Title of Signatory

ATTEST

Debbie Hollan
Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-001

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Heise Trucking LLC

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☐ Corporation
- ☒ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 46-5022276

Principal Place of Business Address: 434 CR 162
Riesel, Tx 76682

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Heise Trucking LLC P.O. Box 24
Thornton, TX 76687

List any other names the Company uses, or is known by (dba, aka, etc.):

Heise Trucking LLC
Company Name

11-11-2025
Date

Signature of Authorized Company Official

Clayton D. Heise
Printed Name

Clayton_heise@yahoo.com
Email address

Waller County, Texas
Invitation for Bid

Term Contract for Road Base and Construction Materials
BID 26-001

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-001
Road Base and Construction Materials

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Waller County Pricing Form
Bid 26-001
Term Contract for Road Base and Construction Materials

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)
Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard: 5004 Gaisner Rd, Brookshire, Texas 77423

VENDOR NAME:		Heise Trucking LLC.
Flexible Base (TxDOT Item 247) -Type A, Grade 1-2		**Unit Bid Price (Per Ton)**
Plant Location		kosse
FOB Plant Location		
FOB Hempstead Yard		29.72/ton
FOB Brookshire Yard		33.87/ton
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
Grade 3 Aggregate (Limestone)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		28.75/ton
FOB Brookshire Yard		32.50/ton
Grade 4 Aggregate (Limestone)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Grade 3 Precoat Aggregate (PB 3)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Grade 4 Precoat Aggregate (PB 4)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
3/8" Pea Gravel		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		44.50/ton
FOB Brookshire Yard		48.00/ton
Type F Aggregate (3/8" Ice Rock)		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (1" X 3")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		
FOB Brookshire Yard		
Oversized Rock (3" X 5")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		36.25/ton
FOB Brookshire Yard		42.50/ton
Rip Rap (Stone)(12"-18")		**Unit Bid Price (Per Ton)**
Plant Location		
FOB Plant Location		
FOB Hempstead Yard		60.00/ton
FOB Brookshire Yard		67.00/ton
Reclaimed Asphalt Pavement (RAP)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
Cement Stabilized Sand (3 sack/ton)		**Unit Bid Price (Per Ton)**
FOB Hempstead Yard		
FOB Brookshire Yard		
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
CEMENT (Dry) DMS 4600		**Unit Bid Price (Per Ton)**
FOB Waller County Jobsite		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge	
LIME		**Unit Bid Price (Per Ton)**
Hydrated Lime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
Quicklime (FOB Waller County Jobsite) DMS 6330		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge (Dry)	
Carbide Lime Slurry (FOB Waller County Jobsite) DMS 6350		
	Material ($/ton)	
	Delivery ($/mile)	
	Spreader Bar Charge (Slurry)	

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Heide Trucking LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
P.O. Box 24

Requester's name and address (optional)

6 City, state, and ZIP code
Thornton, TX 76687

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
46-5022276

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 11-11-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Bid 26-001

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Heise Trucking LLC
Company Name

11-11-2025
Date

Signature of Authorized Company Official

Clayton D. Heise
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Heise Trucking LLC
Company Name

11-11-2025
Date

Signature of Authorized Company Official

Clayton D Heise
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Heise Trucking LLC
Company Name

11-11-2025
Date

Signature of Authorized Company Official

Clayton D. Heise
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Heise Trucking LLC
Company Name

11-11-2025
Date

Signature of Authorized Company Official

Clayton D. Heise
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Heise Trucking LLC
Company Name

Clayton D. Heise
Printed Name

Signature of Authorized Company Official

Waller County Pricing Form

Bid 26-002

Term Contract for Oils and Asphalts

Term: January 1, 2026 through December 31, 2026

Recommendation: All bidders meeting specifications

All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)
Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423

CRS - 2	Cleveland Asphalt Products	Ergon Asphalt & Emulsions	P Squared Emulsion Plant LLC	Texas Materials Group, Inc.	Waller County Asphalt, Inc.
3,000 to 4,999 Gallons	$2.68	Pick up at $1.75	$3.29	N/A	No Bid
5,000 to 10,000 Gallons	$2.59	Pick up at $1.75	$3.29	N/A	
Pump and Hose Charge	No Charge	$100.00/load	$80.00	N/A	
Demurrage after 2 hours ($/hour)	$100.00	$100.00/hour	$80.00	N/A	
FOB Jobsite Delivery ($/mile)		$0.24/gallon		N/A	

SS1 Emulsion - Hempstead Yard	Cleveland Asphalt Products	Ergon Asphalt & Emulsions	P Squared Emulsion Plant LLC	Texas Materials Group, Inc.	Waller County Asphalt, Inc.
1,500 to 2,999 Gallons	$2.92	Pick up at $1.75	$2.96	N/A	No Bid
3,000 to 6,000 Gallons	$2.68	Pick up at $1.75	$2.96	N/A	
Pump and Hose Charge	No Charge	$100.00/load	$80.00	N/A	
Demurrage after 2 hours ($/hour)	$100.00	$100.00/hour	$80.00	N/A	

Asphalt - CMA	Cleveland Asphalt Products	Ergon Asphalt & Emulsions	P Squared Emulsion Plant LLC	Texas Materials Group, Inc.	Waller County Asphalt, Inc.
ASPPM - DMS 9202	No Bid	No Bid		N/A	$110.00
FOB Hempstead Yard	No Bid	No Bid	No Bid	N/A	$120.00
FOB Brookshire Yard	No Bid	No Bid		N/A	$120.00

Asphalt - Dense Graded HMA, Type D, SAC B, PG 64-22	Cleveland Asphalt Products	Ergon Asphalt & Emulsions	P Squared Emulsion Plant LLC	Texas Materials Group, Inc.	Waller County Asphalt, Inc.
Plant Location	No Bid	Pick up $500.00		$100.00	$95.00
Hempstead Yard	No Bid	Pick up $500.00	No Bid	$115.00	$105.00
Brookshire Yard	No Bid	Pick up $500.00		$125.00	$105.00
FOB Jobsite		$551.00		$125.00	
Material ($/Ton)	No Bid	$500.00/ton		$100.00	$95.00
Delivery ($/mile)	No Bid	$51.00/ton		N/A	$0.35

Contract Sheet
Bid 26-002

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 10 day of December, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Waller County Asphalt, Inc., of the City of Hempstead, County of Waller, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Oils and Asphalts**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11/17/2025
Date

REID DAWSON VICE PRESIDENT
Printed Name and Title of Signatory

ATTEST

Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-002

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

WALLER COUNTY ASPHALT, INC.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): TEXAS

Federal Employer Identification Number: 52-2407248

Principal Place of Business Address: 22010 FAIRGROUNDS RD.
HEMPSTEAD, TEXAS 77445

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

WALLER COUNTY ASPHALT, INC
22010 FAIRGROUNDS RD., HEMPSTEAD, TEXAS 77445

List any other names the Company uses, or is known by (dba, aka, etc.):

WALLER COUNTY ASPHALT, INC
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

INFO@WCASPHALT.COM
Email address

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
WALLER COUNTY ASPHALT, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.
☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

5 Address (number, street, and apt. or suite no.). See instructions.
22010 FAIRGROUNDS RD.

Requester's name and address (optional)

6 City, state, and ZIP code
HEMPSTEAD, TEXAS 77445

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
52 - 2407248

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 11/17/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Pricing Form

Bid 26-002

Term Contract for Oils and Asphalts

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department (unless indicated) Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445 or Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423	
VENDOR NAME:	Waller County Asphalt, Inc.
CRS - 2	**Unit Bid Price (Per Gallon) or fee**
3,000 to 4,999 Gallons	No Bid
5,000 to 10,000 Gallons	
Pump and Hose Charge	
Demurrage after 2 hours ($/hour)	
FOB Jobsite Delivery ($/mile)	
SS1 Emulsion - Hempstead Yard	**Unit Bid Price (Per Gallon) or fee**
1,500 to 2,999 Gallons	No Bid
3,000 to 6,000 Gallons	
Pump and Hose Charge	
Demurrage after 2 hours ($/hour)	
Asphalt - CMA	**Unit Bid Price (Per Ton)**
ASPPM - DMS 9202	$ 110.00
FOB Hempstead Yard	$ 120.00
FOB Brookshire Yard	$ 120.00
Asphalt - Dense Graded HMA, Type D, SAC B, PG 64-22	**Unit Bid Price (Per Ton)**
Plant Location	$ 95.00
Hempstead Yard	$ 105.00
Brookshire Yard	$ 105.00
FOB Jobsite	
Material ($/Ton)	$ 95.00
Delivery ($/mile)	$ 0.35

Waller County, Texas
Invitation for Bid

Term Contract for Oils and Asphalts
BID 26-002

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-002
Oils and Asphalts

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than November 12, 2025 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with all vendors meeting or exceeding specifications to provide and/or haul oils and asphalts, as defined in the Contract General Terms and Conditions.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **January 1, 2026 through December 31, 2026** renewable annually for four (4) years (through December 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-002.

c. Description is the title of the solicitation: Oils and Asphalts.

SECTION 8. AWARD

8.1 The contract will be awarded to all bidders meeting specifications, as stated herein.

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Price Sheet

c. Contract Special Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

3.1 Required Compliance with Texas Government Code Chapter 2258: This Project is subject to the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code, and the Davis-Bacon Act Wage Determination # TX20250038 provided below. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep records of each worker employed by the Contractor or a subcontractor in the construction of the Project, including each worker's name, occupation, and the actual per diem wage paid to each worker. Said records shall be open at all reasonable hours to inspection by the County and its officers and agents. If Contractor pays any worker less than the below stated rates at any time, the Contractor shall pay Waller County sixty dollars ($60.00) per day for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extend-ed (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent per-forming on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the con-tract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00

Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63 **	0.00
Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12 **	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12 **	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12 **	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00
Welder	$ 20.97	0.00

Work Zone Barricade Servicer	$ 17.37 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2024, in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification and rate.

Union Average Rate Identifiers

Thes UAVG identifier indicates that no single majority rate prevailed for those classifications; but that, 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFLA2022-007 6/27/2024. SU indicates that the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Main. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* a survey underlying a wage determination
* an existing published wage determination
* an initial WHD letter setting forth a position on a wage determination matter
* an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to da-visbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller

County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 The County may purchase any one (1) item from this bid without procurement of any other items included in the bid.
6.2 All prices, unless otherwise specified, are to be FOB delivery point.
6.3 All orders for oils and asphalts must be authenticated by a purchase order issued by Waller County Procurement Director. Invoices not bearing a purchase order will not be paid.
6.4 Awarded vendor may not substitute any materials unless authorized by the Waller County Procurement Director or County Road Commissioner.
6.5 Manufacturer's Safety Data Sheets (MSDS) must be provided to ordering department on all applicable deliveries.
6.6 Signage/traffic control devices will be provided by Waller County, unless otherwise specified.
6.7 Awarded vendor must guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

7.1 Deliveries must include off-loading pump and hoses.
7.2 In order to be considered for delivery of materials to a job site, vendor is required to enter a price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Waller County shall utilize rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff, as applicable. Price per mile is from the Hempstead Yard, Road and Bridge Department, 775 Business 290E, Hempstead.
7.3 Items ordered from this bid may require deliver to various locations throughout Waller County, as specified at time of order. County stockpile delivery locations are below:

Hempstead
Road and Bridge Department
775 Business 290E
Hempstead, Texas

Brookshire
Road and Bridge – Brookshire
5004 Gassner Rd.
Brookshire, Texas

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.
8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable

to the County. Each Application for Payment must be filled out and signed by the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance

of the Contract Price. The Contractor may make application for final payment following the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Agreement Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the

Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the

date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the

State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided 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 self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR**

INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved, or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum agreements between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing

information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County

Attn: County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

To Contractor:

As indicated on
Bidder's Business
Information Sheet

END

Waller County Bid 26-002

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☑ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

WALLER COUNTY ASPHALT, LLC
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC.
Company Name

Signature of Authorized Company Official

REID DAWSON
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021,.Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

WALLER COUNTY ASPHALT, INC
Company Name

11/17/2025
Date

Signature of Authorized Company Official

REID DAWSON
Printed Name

Contract Sheet
Bid 26-002

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 10 day of December, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Texas Materials Group, of the City of Baytown, County of _____, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Oils and Asphalts**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11/19/2025
Date

Phillip King, Key Account Manager
Printed Name and Title of Signatory

ATTEST

Debbie Hollan

Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-002

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☑ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 58-1401466

Principal Place of Business Address: 3003 Kilgore Pkwy., Baytown, TX 77523

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Texas Materials Group, Inc. 3003 Kilgore Pkwy., Baytowm, TX 77523

List any other names the Company uses, or is known by (dba, aka, etc.)

Texas Materials

Texas Materials Group, Inc.
Company Name

11/19/2025
Date

Signature of Authorized Company Official

Phillip King
Printed Name

phillip.king@texasmaterials.com
Email address

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Texas Materials Group, Inc.

2 Business name/disregarded entity name, if different from above.

dba Texas Materials, dba Few Ready Mix, dba Builders Supply, dba Louisiana Materials

Print or type. See Specific Instructions on page 3.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **E**

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

11714 Wilson Parke Ave, Ste 155

Requester's name and address (optional)

6 City, state, and ZIP code

Austin, TX 78726

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	8	–	1	4	0	1	4	6	6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Kelly Sandoval Date August 1, 2025

Vendor Billing Address: TXR-AP@na.crh.com / 11714 Wilson Parke Ave, Ste 155, Austin, TX 78726
Customer Remittance Address: TXRnoreplyAR@na.crh.com / PO Box 845198, Dallas, TX 75284 (Online Portal: mytexasmaterialsgroup.myamatportal.com)

We rebranded from APAC-Texas, Inc. in 2016, and from Oldcastle Materials Texas, Inc. in 2018. Then in 2023, we consolidated all dba names to Texas Materials, and are no longer operating under Gulf Coast, TexasBit, Texas Concrete, East Texas Asphalt, and Moore Brothers Construction.

Other acquired business names included in our current business entity:
Mathews Brothers Construction, Trotti & Thomson, Texas Bitulithic Co, Wheeler Coatings Asphalt, Armor Asphalt, Ironhorse Asphalt, Lindsey Contractors, JLB Contracting, Angel Brothers Construction, Century Asphalt, Century Terminals, LD Construction, East Texas Asphalt, Moore Brothers Construction, Aggregate Rail Cars, West Louisiana Aggregates, Coastal Ready-Mix, Gary Whitman Materials, Lone Star Concrete, Few Ready Mix Concrete Co., Montana Nelson (MN) Ready Mix, Builders Supply Company, and Rock Solid Materials, LLC.

Should we be listed under any of the business names noted above please update to reflect this W-9.

For more information on our company please visit: https://texasmaterials.com/our-story/

Waller County Pricing Form

Bid 26-002

Term Contract for Oils and Asphalts

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)
Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423

VENDOR NAME: Texas Materials Group, Inc.

CRS - 2	**Unit Bid Price (Per Gallon) or fee**
3,000 to 4,999 Gallons	N/A
5,000 to 10,000 Gallons	N/A
Pump and Hose Charge	N/A
Demurrage after 2 hours ($/hour)	N/A
FOB Jobsite Delivery ($/mile)	N/A
SS1 Emulsion - Hempstead Yard	**Unit Bid Price (Per Gallon) or fee**
1,500 to 2,999 Gallons	N/A
3,000 to 6,000 Gallons	N/A
Pump and Hose Charge	N/A
Demurrage after 2 hours ($/hour)	N/A
Asphalt - CMA	**Unit Bid Price (Per Ton)**
ASPPM - DMS 9202	N/A
FOB Hempstead Yard	N/A
FOB Brookshire Yard	N/A
Asphalt - Dense Graded HMA, Type D, SAC B, PG 64-22	**Unit Bid Price (Per Ton)**
Plant Location	100
Hempstead Yard	115
Brookshire Yard	125
FOB Jobsite	125
Material ($/Ton)	100
Delivery ($/mile)	N/A

Waller County, Texas
Invitation for Bid

Term Contract for Oils and Asphalts
BID 26-002

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-002
Oils and Asphalts

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than November 12, 2025 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with all vendors meeting or exceeding specifications to provide and/or haul oils and asphalts, as defined in the Contract General Terms and Conditions.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **January 1, 2026 through December 31, 2026** renewable annually for four (4) years (through December 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-002.

c. Description is the title of the solicitation: Oils and Asphalts.

SECTION 8. AWARD

8.1 The contract will be awarded to all bidders meeting specifications, as stated herein.

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Price Sheet

c. Contract Special Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

3.1 Required Compliance with Texas Government Code Chapter 2258: This Project is subject to the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code, and the Davis-Bacon Act Wage Determination # TX20250038 provided below. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep records of each worker employed by the Contractor or a subcontractor in the construction of the Project, including each worker's name, occupation, and the actual per diem wage paid to each worker. Said records shall be open at all reasonable hours to inspection by the County and its officers and agents. If Contractor pays any worker less than the below stated rates at any time, the Contractor shall pay Waller County sixty dollars ($60.00) per day for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extend-ed (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent per-forming on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the con-tract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00

Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63 **	0.00
Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12 **	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12 **	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12 **	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00
Welder	$ 20.97	0.00

Work Zone Barricade Servicer	$ 17.37 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2024, in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification and rate.

Union Average Rate Identifiers

Thes UAVG identifier indicates that no single majority rate prevailed for those classifications; but that, 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFLA2022-007 6/27/2024. SU indicates that the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Main. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* a survey underlying a wage determination
* an existing published wage determination
* an initial WHD letter setting forth a position on a wage determination matter
* an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to da-visbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller

County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 The County may purchase any one (1) item from this bid without procurement of any other items included in the bid.
6.2 All prices, unless otherwise specified, are to be FOB delivery point.
6.3 All orders for oils and asphalts must be authenticated by a purchase order issued by Waller County Procurement Director. Invoices not bearing a purchase order will not be paid.
6.4 Awarded vendor may not substitute any materials unless authorized by the Waller County Procurement Director or County Road Commissioner.
6.5 Manufacturer's Safety Data Sheets (MSDS) must be provided to ordering department on all applicable deliveries.
6.6 Signage/traffic control devices will be provided by Waller County, unless otherwise specified.
6.7 Awarded vendor must guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

7.1 Deliveries must include off-loading pump and hoses.
7.2 In order to be considered for delivery of materials to a job site, vendor is required to enter a price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Waller County shall utilize rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff, as applicable. Price per mile is from the Hempstead Yard, Road and Bridge Department, 775 Business 290E, Hempstead.
7.3 Items ordered from this bid may require deliver to various locations throughout Waller County, as specified at time of order. County stockpile delivery locations are below:

Hempstead
Road and Bridge Department
775 Business 290E
Hempstead, Texas

Brookshire
Road and Bridge – Brookshire
5004 Gassner Rd.
Brookshire, Texas

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.
8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable

to the County. Each Application for Payment must be filled out and signed by the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance

of the Contract Price. The Contractor may make application for final payment following the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Agreement Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the

Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the

date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the

State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided 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 self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR**

INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved, or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum agreements between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing

information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County	To Contractor:
Attn: County Judge 836 Austin Street, Suite 4300 Hempstead, Texas 77445	As indicated on Bidder's Business Information Sheet

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

END

Waller County Bid 26-002

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☑ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Texas Materials Group, Inc.
Company Name

11/19/2025
Date

Signature of Authorized Company Official

Phillip King
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Texas Materials Group, Inc.
Company Name

11/19/2025
Date

Signature of Authorized Company Official

Phillip King
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Materials Group, Inc.
Company Name

Signature of Authorized Company Official

Phillip King
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Materials Group, Inc.
Company Name

11/19/2025
Date

Signature of Authorized Company Official

Phillip King
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Texas Materials Group, Inc.
Company Name

11/19/2025
Date

Signature of Authorized Company Official

Phillip King
Printed Name

BIDDER REFERENCES

City of Houston Public Works
Calvin Wells
901 Bagby St. Concourse Level
Houston, TX 77002
713-837-0311

Fort Bend County
301 Jackson, Suite 201
Richmond, TX 77469
Gilbert D. Jalomo
281-341-8640

Harris County
1001 Preston, Suite 670
Houston, TX 77002
DeWight Dopslauf
713-755-6695

Contract Sheet
Bid 26-002

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 10 day of December, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and P Squared Emulsion Plant LLC of the City of Elm Mott, County of _____, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Oils and Asphalts**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11 November 2025
Date

Dane McGinnis Partner/CFO
Printed Name and Title of Signatory

ATTEST

Debbie Hollan
Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-002

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☐ Corporation
- ☑ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 27-0114986

Principal Place of Business Address: 516 S. McLennan Loop, Elm Mott, TX 76640

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

George Tomek - Area Sales Rep - 254-230-3030 or george@p2emulsions.com

List any other names the Company uses, or is known by (dba, aka, etc.):
P 2 Emulsions

P Squared Emulsion Plant, LLC
Company Name

November 11, 2025
Date

Signature of Authorized Company Official

Dane McGinnis
Printed Name

office@p2emulsions.com
Email address

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
P Squared Emulsion Plant LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
516 S McLennan Loop

6 City, state, and ZIP code
Elmott, TX 76640

Requester's name and address (optional)
Waller County

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
27 - 0114986

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 11-11-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Pricing Form

Bid 26-002

Term Contract for Oils and Asphalts

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)
Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423

VENDOR NAME: P Squared Emulsion Plant LLC

CRS - 2 * CWE-2	**Unit Bid Price (Per Gallon) or fee**
3,000 to 4,999 Gallons	$3.29
5,000 to 10,000 Gallons	$3.29
Pump and Hose Charge	$80
Demurrage after 2 hours ($/hour)	$80
FOB Jobsite Delivery ($/mile)	
SS1 Emulsion - Hempstead Yard *P2S1	**Unit Bid Price (Per Gallon) or fee**
1,500 to 2,999 Gallons	$2.96
3,000 to 6,000 Gallons	$2.96
Pump and Hose Charge	$80
Demurrage after 2 hours ($/hour)	$80
Asphalt - CMA	**Unit Bid Price (Per Ton)**
ASPPM - DMS 9202	
FOB Hempstead Yard	NO BID
FOB Brookshire Yard	
Asphalt - Dense Graded HMA, Type D, SAC B, PG 64-22	**Unit Bid Price (Per Ton)**
Plant Location	
Hempstead Yard	NO BID
Brookshire Yard	
FOB Jobsite	
Material ($/Ton)	
Delivery ($/mile)	

P2 Emulsions
Service. Performance. Commitment.

SOLE-SOURCE PURCHASE AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgements and administer oaths on this day personally appeared Seth McGinnis, on sworn oath stated the following:

My name is Seth McGinnis, and I serve as the Chief Executive Officer of P Squared Emulsions Plants, LLC. I respect the required compliance of Waller County to the competitive bidding requirements outlined under Chapter 262 of the Texas Local Government Code; however, **the purchase of an item that can be obtained from only one source is exempted from said statutory competitive bidding provisions.**

The authority to purchase P Squared Emulsion Plants, LLC's proprietary products as defined as "Sole-Source" may be found under Texas Local Government Code § 262.024a (7)(A).

> a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:
> (7) an item that can be obtained from only one source, including:
> (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes"

I represent and assert to the Purchasing Department of Waller County and hereby warrant that P Squared Emulsion Plants, LLC is the **sole-source manufacturer and supplier** of the following items(s): **P2 Stabilizer, P2 Rejuvenator, ROC, CWE-2, CWP & all P2 Road Primes.**

Each of our asphalt emulsion products is manufactured on site to the specifications of our **proprietary formulas which are solely owned and manufactured by P Squared Emulsion Plants, LLC**. I like Waller County asserts that should P Squared Emulsion Plants, LLC cease to be the sole-source supplier of these proprietary products; I shall immediately make full disclosure in writing of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 11th day of November 2025.

(Signature)

Seth McGinnis, C.E.O.
(Printed Name) (Title)

SWORN TO AND SUBSCRIBED before me on November 11, 2025, Seth McGinnis.

AMBER YOUNG NOTARY PUBLIC STATE OF TEXAS ID: 134128408 EXP: 01-05-2027

Notary Public, State of Texas
My Commission expires on January 5, 2027

P2 Emulsions

Service. Performance. Commitment.

Date: November 11, 2025

To: Waller County

Subject: P Squared Emulsion Plants LLC Sole Source Products

This communication serves as certification that all products listed below are produced in accordance with the State of Texas' Sole Source requirements according to the proprietary formulas and specifications of P Squared Emulsion Plants LLC. Our proprietary products conform to the formal definition of "a confidential formulation usually containing two or more ingredients and about which information is not in the public domain" and as such, **P Squared Emulsion Plants LLC is the only manufacturer and distributor of said products.**

P Squared Emulsion Plants LLC Products:

"P2 Stabilizer"
Our P2 Stabilizer is an asphalt emulsion that is incorporated into existing soil or base material to provide increased base strength and stability. P2 Stabilizer eliminates the need for additional material such as aggregates, lime, cement or other additives. The utilization of P2 Stabilizer results in increased base density and hardness without sacrificing the flexibility and waterproof properties of asphalt.

"P2 Rejuvenator"
Our P2 Rejuvenator is engineered to rejuvenate old asphalt roads, RAP and other millings with residual asphaltic content. A one-time application will rejuvenate the existing material through softening oxidized pavement materials and re-binding asphalt to revitalize the road base.

"P2 ROC"
Our P2 ROC is engineered to seal and protect existing road surfaces. Our "Road Over Coat" is a proven sealing solution that locks down loose chip seal aggregate while sealing oxidized and cracked surfaces. ROC is designed to be traffic safe in under an hour resulting in a uniform, black road surface.

"CWE-2-No Bleed Chip Seal"
Our unique chip seal formula exhibits superior performance when compared to commodity type CRS-2 emulsions. CWE-2 can be applied in a broader range of temperatures (10-20 degrees below other products) and WILL NOT BLEED under extreme summer temperatures.

"CWP – Pothole Patch"
This emulsion is specifically formulated to work in ALL patch machines, ALL year round with the exact same results. Smooth consistency, no bleed finish and extremely low clog rates differentiate CWP from all other patch materials.

"P2 Prime Concentrate "P
We have several proprietary "ready-to-use" formulas that include prime, tack and dust control products that all derive from our P2 Prime Concentrate. Based on application, customer needs and dilution rates; we have something for literally every road across the state of Texas.

**All P Squared Emulsion Plants LLC proprietary products fulfill the formal requirements found in Texas Local Government Codes regarding county purchasing, Section 262 024 7 A (Available upon request)
**All P Squared Emulsion Plants LLC proprietary products are fully TCEQ and EPA compliant

All of us at P Squared thank you for the opportunity and we look forward to serving all your emulsion needs!

P2 Emulsions

Service. Performance. Commitment.

Pricing Effective As Of November 2025

Pricing subject to change with written notice.

P2 Saleman: George Tomek

Contact Number: 254-230-3030

Product	Tanker FOB Plant	Tanker FOB County	Drum/Tote Plant
P2 Stabilizer	$2.68	$2.96	$2.90
P2S1	$2.68	$2.96	$2.90
P2 CWE-2 (Chip Seal)	$3.01	$3.29	$3.23
P2 CWP (Cold Weather Patch)	$3.01	$3.29	$3.23
P2 ROC (Road Over Coat)	$2.83	$3.10	$3.05
P2 Rejuvenator	$2.68	$2.96	$2.90
P2 Prime Concentrate	$1.97	$2.24	$2.19
P2RTU	$1.93	$2.20	$2.15

****All listed prices are per U.S. gallon**
****Minimum Tanker Delivery: 5,000 Gallons**
****Delivery over 250 miles subject to additional charges**
****Demurrage (trucking charge): First 2 hours free, $80.00 per hour thereafter**
****Pump Charge (trucking charge): $80.00**
****Push Charge (trucking charge): $80.00 per hour**
****Return Loads (trucking charge): Subject to charge from delivering freight line**
****Smaller Quantities Available, Subject to Freight Differential of $0.25/gal less than 5,000 gal**

Containers available for smaller product amounts

"Tote" Containers (275 gallons size each) cost $100.00 per container

"Drum" Containers (55 gallons size each) cost $35.00 per drum

Containers are re-usable and can be rinsed out, brought back and re-filled at customer discretion

Containers priced individually and sold only with orders for material

Thank you and we look forward to serving all your emulsion needs!

Waller County, Texas
Invitation for Bid

Term Contract for Oils and Asphalts
BID 26-002

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-002
Oils and Asphalts

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.
BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE.
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than November 12, 2025 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with all vendors meeting or exceeding specifications to provide and/or haul oils and asphalts, as defined in the Contract General Terms and Conditions.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **January 1, 2026 through December 31, 2026** renewable annually for four (4) years (through December 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-002.

c. Description is the title of the solicitation: Oils and Asphalts.

SECTION 8. AWARD

8.1 The contract will be awarded to all bidders meeting specifications, as stated herein.

Waller County Bid 26-002

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Price Sheet

c. Contract Special Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

3.1 Required Compliance with Texas Government Code Chapter 2258: This Project is subject to the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code, and the Davis-Bacon Act Wage Determination # TX20250038 provided below. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep records of each worker employed by the Contractor or a subcontractor in the construction of the Project, including each worker's name, occupation, and the actual per diem wage paid to each worker. Said records shall be open at all reasonable hours to inspection by the County and its officers and agents. If Contractor pays any worker less than the below stated rates at any time, the Contractor shall pay Waller County sixty dollars ($60.00) per day for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extend-ed (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent per-forming on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the con-tract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00

Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63 **	0.00
Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12 **	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12 **	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12 **	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00
Welder	$ 20.97	0.00

Work Zone Barricade Servicer	$ 17.37 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2024, in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification and rate.

Union Average Rate Identifiers

Thes UAVG identifier indicates that no single majority rate prevailed for those classifications; but that, 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFLA2022-007 6/27/2024. SU indicates that the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Main. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* a survey underlying a wage determination
* an existing published wage determination
* an initial WHD letter setting forth a position on a wage determination matter
* an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to da-visbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller

County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 The County may purchase any one (1) item from this bid without procurement of any other items included in the bid.
6.2 All prices, unless otherwise specified, are to be FOB delivery point.
6.3 All orders for oils and asphalts must be authenticated by a purchase order issued by Waller County Procurement Director. Invoices not bearing a purchase order will not be paid.
6.4 Awarded vendor may not substitute any materials unless authorized by the Waller County Procurement Director or County Road Commissioner.
6.5 Manufacturer's Safety Data Sheets (MSDS) must be provided to ordering department on all applicable deliveries.
6.6 Signage/traffic control devices will be provided by Waller County, unless otherwise specified.
6.7 Awarded vendor must guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

7.1 Deliveries must include off-loading pump and hoses.
7.2 In order to be considered for delivery of materials to a job site, vendor is required to enter a price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Waller County shall utilize rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff, as applicable. Price per mile is from the Hempstead Yard, Road and Bridge Department, 775 Business 290E, Hempstead.
7.3 Items ordered from this bid may require deliver to various locations throughout Waller County, as specified at time of order. County stockpile delivery locations are below:

Hempstead
Road and Bridge Department
775 Business 290E
Hempstead, Texas

Brookshire
Road and Bridge – Brookshire
5004 Gassner Rd.
Brookshire, Texas

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.
8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable

to the County. Each Application for Payment must be filled out and signed by the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance

of the Contract Price. The Contractor may make application for final payment following the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Agreement Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the

Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the

date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the

State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided 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 self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR**

INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved, or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum agreements between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing

information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County	To Contractor:
Attn: County Judge 836 Austin Street, Suite 4300 Hempstead, Texas 77445	As indicated on Bidder's Business Information Sheet

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

END

Waller County Bid 26-002

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☐ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

P Squared Emulsion Plant, LLC
Company Name

Signature of Authorized Company Official

11 November 2025
Date

Dane McGinnis
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

P Squared Emulsion Plant, LLC
Company Name

11 November 2025
Date

Signature of Authorized Company Official

Dane McGinnis
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

P Squared Emulsion Plant, LLC
Company Name

Signature of Authorized Company Official

Dane McGinnis
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

P Squared Emulsion Plant, LLC
Company Name

Signature of Authorized Company Official

11 November 2025
Date

Dane McGinnis
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

P Squared Emulsion Plant, LLC
Company Name

Signature of Authorized Company Official

11 November 2025
Date

Dane McGinnis
Printed Name

Contract Sheet
Bid 26-002

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 10 day of December, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Ergon Asphalt & Emulsions, Inc., of the City of Austin, County of Travis, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Oils and Asphalts**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

November 14, 2025
Date

Lisa Chavez, Account Specialist
Printed Name and Title of Signatory

ATTEST

Debbie Hollan
Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
ERGON ASPHALT & EMULSIONS, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) 5
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
POST OFFICE BOX 1639

Requester's name and address (optional)

6 City, state, and ZIP code
JACKSON, MS 39215-1639

7 List account number(s) here (optional)
REMITTANCE ADDRESS: DEPT #2135, POST OFFICE BOX 11407, BIRMINGHAM, AL 35246-2135

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 4 - 0 6 6 6 4 1 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** B. Cole | **Date** 03/01/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Pricing Form

Bid 26-002

Term Contract for Oils and Asphalts

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)
Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423

VENDOR NAME: Ergon Asphalt & Emulsions, Inc.

CRS - 2	**Unit Bid Price (Per Gallon) or fee**
3,000 to 4,999 Gallons	Pick up at $1.75
5,000 to 10,000 Gallons	Pick up at $1.75
Pump and Hose Charge	$100.00 per load
Demurrage after 2 hours ($/hour)	$100.00 per hour
FOB Jobsite Delivery ($/mile)- * Full loads are 5,500 gallons or more	$0.24 per gallon
SS1 Emulsion - Hempstead Yard	**Unit Bid Price (Per Gallon) or fee**
1,500 to 2,999 Gallons- *Delivery is $1.98 per gallon	Pick up at $1.75
3,000 to 6,000 Gallons- *Delivery is $1.98 per gallon	Pick up at $1.75
Pump and Hose Charge	$100.00 per load
Demurrage after 2 hours ($/hour)	$100.00 per hour
Asphalt - CMA	**Unit Bid Price (Per Ton)**
ASPPM - DMS 9202	NO BID
FOB Hempstead Yard	NO BID
FOB Brookshire Yard	NO BID
Asphalt - Dense Graded HMA, Type D, SAC B, PG 64-22	**Unit Bid Price (Per Ton)**
Plant Location - 13811- A Old Hwy 20, Manor, TX 78653 - PG 64-22	Pick up $500.00
Hempstead Yard	Pick up $500.00
Brookshire Yard	Pick up $500.00
FOB Jobsite	$551.00
Material ($/Ton)	$500.00 per ton
Delivery ($/mile)	$51.00 per ton

*This bid is for full transport loads of 5,500 gallons. Freight is based on a full transport load, even if a full load of material is not ordered. Pump and hose is $100.00 per load. Demurrage is billed at $100.00 per hour, after the second hour. Return freight is one-half of the common carrier's outgoing tariff rate. Federal Environmental Fee will be added to bid prices a rate of $0.00150/gal for emulsion loads or $.49770/ton for asphalt & polymer loads. This fee is not included in the bid price. For equipment ordered but no used (loads not cancelled in a timely manner), the carrier may charge up to a $400.00 cancelled load fee which will be paid by the customer.

ADDITIONAL Freight Charge for Less Than Full Loads:

Minimum Freight is full transport load gallons minus actual loaded gallons multiplied by the per gallon freight charge.

Example Minimum Freight Charge for less than Full Loads:

5,500 gal - actual load 3,753 gal = 1,747 gal x $0.24 = $419.28 Minimum Freight

Waller County Bid 26-002

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Ergon Asphalt & Emulsions, Inc.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☒ Other

If other, please specify Incorporated

State of Incorporation (if applicable): Mississippi

Federal Employer Identification Number: 64-0666411

Principal Place of Business Address: Jackson Mississippi

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

11612 RM 2244, Bldg. 1, Ste. 250, Austin, TX 78738

List any other names the Company uses, or is known by (dba, aka, etc.):

Ergon Asphalt & Emulsions, Inc.
Company Name

November 14, 2025
Date

Lisa Chavez
Signature of Authorized Company Official

Lisa Chavez
Printed Name

lisa.chavez@ergon.com
Email address

Waller County, Texas
Invitation for Bid

Term Contract for Oils and Asphalts
BID 26-002

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-002
Oils and Asphalts

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than November 12, 2025 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with all vendors meeting or exceeding specifications to provide and/or haul oils and asphalts, as defined in the Contract General Terms and Conditions.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **January 1, 2026 through December 31, 2026** renewable annually for four (4) years (through December 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-002.

c. Description is the title of the solicitation: Oils and Asphalts.

SECTION 8. AWARD

8.1 The contract will be awarded to all bidders meeting specifications, as stated herein.

Waller County Bid 26-002

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Price Sheet

c. Contract Special Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

3.1 Required Compliance with Texas Government Code Chapter 2258: This Project is subject to the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code, and the Davis-Bacon Act Wage Determination # TX20250038 provided below. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep records of each worker employed by the Contractor or a subcontractor in the construction of the Project, including each worker's name, occupation, and the actual per diem wage paid to each worker. Said records shall be open at all reasonable hours to inspection by the County and its officers and agents. If Contractor pays any worker less than the below stated rates at any time, the Contractor shall pay Waller County sixty dollars ($60.00) per day for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extend-ed (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent per-forming on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the con-tract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00

Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63 **	0.00
Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12 **	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12 **	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12 **	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00
Welder	$ 20.97	0.00

Work Zone Barricade Servicer	$ 17.37 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2024, in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification and rate.

Union Average Rate Identifiers

Thes UAVG identifier indicates that no single majority rate prevailed for those classifications; but that, 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFLA2022-007 6/27/2024. SU indicates that the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Main. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* a survey underlying a wage determination
* an existing published wage determination
* an initial WHD letter setting forth a position on a wage determination matter
* an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to da-visbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller

County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 The County may purchase any one (1) item from this bid without procurement of any other items included in the bid.
6.2 All prices, unless otherwise specified, are to be FOB delivery point.
6.3 All orders for oils and asphalts must be authenticated by a purchase order issued by Waller County Procurement Director. Invoices not bearing a purchase order will not be paid.
6.4 Awarded vendor may not substitute any materials unless authorized by the Waller County Procurement Director or County Road Commissioner.
6.5 Manufacturer's Safety Data Sheets (MSDS) must be provided to ordering department on all applicable deliveries.
6.6 Signage/traffic control devices will be provided by Waller County, unless otherwise specified.
6.7 Awarded vendor must guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

7.1 Deliveries must include off-loading pump and hoses.
7.2 In order to be considered for delivery of materials to a job site, vendor is required to enter a price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Waller County shall utilize rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff, as applicable. Price per mile is from the Hempstead Yard, Road and Bridge Department, 775 Business 290E, Hempstead.
7.3 Items ordered from this bid may require deliver to various locations throughout Waller County, as specified at time of order. County stockpile delivery locations are below:

Hempstead
Road and Bridge Department
775 Business 290E
Hempstead, Texas

Brookshire
Road and Bridge – Brookshire
5004 Gassner Rd.
Brookshire, Texas

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.
8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable

to the County. Each Application for Payment must be filled out and signed by the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance

of the Contract Price. The Contractor may make application for final payment following the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Agreement Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the

Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the

date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the

State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided 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 self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR**

INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved, or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum agreements between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing

information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County	To Contractor:
Attn: County Judge 836 Austin Street, Suite 4300 Hempstead, Texas 77445	As indicated on Bidder's Business Information Sheet

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

END

Waller County Bid 26-002

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☑ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Ergon Asphalt & Emulsions, Inc.
Company Name

November 14, 2025
Date

Lisa Chavez
Signature of Authorized Company Official

Lisa Chavez
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Ergon Asphalt & Emulsions, Inc.
Company Name

November 14, 2025
Date

Lisa Chavez
Signature of Authorized Company Official

Lisa Chavez
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Ergon Asphalt & Emulsions, Inc.
Company Name

Lisa Chavez
Signature of Authorized Company Official

Lisa Chavez
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Ergon Asphalt & Emulsions, Inc.
Company Name

November 14, 2025
Date

Lisa Chavez
Signature of Authorized Company Official

Lisa Chavez
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Ergon Asphalt & Emulsions, Inc.
Company Name

November 14, 2025
Date

Lisa Chavez
Signature of Authorized Company Official

Lisa Chavez
Printed Name

ERGON
UNITED BY SERVICE. DRIVEN BY SOLUTIONS.

CLIENT REFERENCES

REFERENCE ONE

Government/Company Name: Bexar County

Address: 233 N. Pecos, Suite 420, San Antonio, TX, 78207

Contact Person and Title: Tony Vasques, Operations Manager

Phone: 210-335-6710 Email: avasquez@bexar.org

Contract Period: 02/2023 – 02/2026 Scope of Work: Material for County projects

REFERENCE TWO

Government/Company Name: City of Amarillo

Address: 601 S. Buchanan St, Amarillo, TX, 79105

Contact Person and Title: Michael Lindley, Purchasing Manager

Phone: 806-378-3028 Email: Michael.Lindley@amarillo.gov

Contract Period: 12/2024 to 12/2025 Scope of Work: Material for City Projects

REFERENCE THREE

Government/Company Name: Viking Construction

Address: 2592 Shell Road, Georgetown, TX, 76828

Contact Person and Title: Brad Pearce, Vice President

Phone: 512-930-5777 Email: brad@vciss.com

Contract Period: 03/2025 to 12/2025 Scope of Work: Material for various projects

Contract Sheet
Bid 26-002

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the 10 day of December, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Cleveland Asphalt Products, Inc., of the City of Shepherd, County of _____, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Oils and Asphalts**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this 10 day of December 20 25.

Waller County, Texas

County Judge, Carbett "Trey" Duhon, III

DEC 10 2025
Date

By: Signature of Contractor

11/17/2025
Date

Clayton Moore
Printed Name and Title of Signatory

ATTEST

Debbie Hollan, County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Waller County Bid 26-002

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Cleveland Asphalt Products, Inc.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): _____

Federal Employer Identification Number: 76-02444-02

Principal Place of Business Address: 100 Asphalt Lane, Shepherd, TX 77371

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

PO Box 1449, Shepherd, TX 77371

List any other names the Company uses, or is known by (dba, aka, etc.):

Cleveland Asphalt Products, Inc.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

Clayton Moore
Printed Name

clayton.moore@clevelandasphaltproducts.com
Email address

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Cleveland Asphalt Products, INC.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)
(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
PO Box 1449

Requester's name and address (optional)

6 City, state, and ZIP code
Shepherd, Texas 77371

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
7	6	-	0	2	4	4	4	0	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Scott Moore Date 11/17/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Waller County Pricing Form

Bid 26-002

Term Contract for Oils and Asphalts

Term: January 1, 2026 through December 31, 2026

All prices are F.O.B. Waller County Road and Bridge Department
(unless indicated)
Hempstead Yard: 775 Bus 290 East, Hempstead, Texas 77445
or
Brookshire Yard: 5004 Gassner Rd, Brookshire, Texas 77423

VENDOR NAME:

CRS - 2	**Unit Bid Price (Per Gallon) or fee**
3,000 to 4,999 Gallons	$2.68
5,000 to 10,000 Gallons	$2.59
Pump and Hose Charge	No Charge
Demurrage after 2 hours ($/hour)	$100.00
FOB Jobsite Delivery ($/mile)	
SS1 Emulsion - Hempstead Yard	**Unit Bid Price (Per Gallon) or fee**
1,500 to 2,999 Gallons	$2.92
3,000 to 6,000 Gallons	$2.68
Pump and Hose Charge	No Charge
Demurrage after 2 hours ($/hour)	$100.00
Asphalt - CMA	**Unit Bid Price (Per Ton)**
ASPPM - DMS 9202	NB
FOB Hempstead Yard	NB
FOB Brookshire Yard	NB
Asphalt - Dense Graded HMA, Type D, SAC B, PG 64-22	**Unit Bid Price (Per Ton)**
Plant Location	N/A
Hempstead Yard	NB
Brookshire Yard	NB
FOB Jobsite	
Material ($/Ton)	NB
Delivery ($/mile)	NB

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2025-1389929

Date Filed:
11/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Cleveland Asphalt Products, INC.
Shepherd, 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.
Waller 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.
B26-002
Oils and Asphalts

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 Clayton Moore, and my date of birth is 7/12/1983.

My address is PO Box 1449, Shepherd (city), TX (state), 77371 (zip code), USA (country).

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

Executed in San Jacinto County, State of Texas, on the 17th day of November (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Waller County, Texas
Invitation for Bid

Term Contract for Oils and Asphalts
BID 26-002

SUBMIT BIDS TO:

Waller County
County Judge's Office
Waller County Courthouse
836 Austin Street, Suite 4300
Hempstead, TX 77445

SUBMIT NO LATER THAN:

Thursday, November 20, 2025
1:00 PM (CST)

ENVELOPE TO BE LABELED:

Bid 26-002
Oils and Asphalts

ALL BIDS MUST BE RECEIVED AND TIME/DATE STAMPED BY THE JUDGE'S OFFICE OF WALLER COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE. BIDS RECEIVED AS REQUIRED WILL BE OPENED AND PUBLICLY READ AFTER DUE DATE. BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone. Results will be provided to bidder in writing after Commissioners Court award. Requests for information must be in writing and directed to Jaime Kovar, Purchasing Director, j.kovar@wallercounty.us

Vendor Responsibilities:

- Download and complete any addendums posted on the Waller County website.
- Submit response in accordance with requirements stated in the document.
- DO NOT submit responses via email, as they will not be accepted.

Invitation for Bids

SECTION 1. GENERAL REQUIREMENTS

1.1 Entire Document: Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.

1.2 Applicability: General Requirements apply to all advertised Invitations for Bid; however, these may be superseded, in whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.

1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Waller County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Waller County District Attorney concerning any portion of these requirements.

1.4 Bid Form Completion: Complete one (1) bid form, sign, and return with completed submittal to County Judge's Office of Waller County. An authorized representative of the Bidder must sign the Contract Sheet. The contract will be binding only when approved by the Waller County Commissioners Court, signed by the County Judge of Waller County and a purchase order authorizing the item(s) desired has been issued. The use of corrective fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through the error and initial each change.

If an Excel pricing form is included and/or posted on the County's website amongst this Invitation for Bid, the vendor must download, complete, and save the Excel file (not a PDF of the Excel file) of the pricing form on a flash drive. The Excel file on the flash drive must be downloadable by the Purchasing Director in order to copy and paste the Bidder's pricing to the County's tabulation. The flash drive must be labeled and included in the same sealed envelope with the respondent's completed Bid along with a printed copy of the pricing form completed by the vendor.

1.5 Bid Returns: Bidders must return a completed Bid Package in a sealed envelope to the County Judge's Office of Waller County, 836 Austin Street, Suite 4300, Hempstead, TX 77445, no later than 1:00 P.M. (CST) on the date specified. The Bid Package is the set of documents outlining the requirements and details of the Project that is provided by the County to potential Bidders, and the complete, properly signed Bid. Late bids will not be accepted.

1.6 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Jaime Kovar, Procurement Director by email at: J.Kovar@wallercounty.us. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Waller County's website. Addenda will ONLY be issued by the Waller County Procurement Director. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the Contract Documents. Bidders must sign and include any and all issued addenda in the returned bid package. **The deadline for submission of questions and/or clarification is no later than November 12, 2025 at 10:00 AM (CST).** Requests received after the deadline will not be responded to due to the time constraints of this bid process.

1.7 References: All Bidders must submit, WITH BID, at least three (3) references from clients for whom a project similar to that specified herein has been successfully accomplished. References must include clients' name, contact person, and telephone number.

1.8 Bid Bond: If this bid requires submission of bid bond guarantee and performance bond, there will be a separate page explaining the requirements.

1.9 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", a Bidder must provide to Waller County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in Waller County. Failure of the Bidder to maintain such a file will be cause to reject any bid applying thereto.

1.10 Pricing: Prices for all goods and/or services shall be firm for the duration of the Contract and shall be stated on the bid sheet. The Bid submitted to the County shall be inclusive of all costs necessary to complete the Project. No price changes, additions, or subsequent qualifications will be honored during the course of the Contract, unless made in accordance with the Contract's General Terms and Conditions. All prices must be written in ink or typewritten.

1.11 Term Contracts: If the Contract is intended to cover a specific time period, said time will be given in Section 4 under Term of Contract.

1.12 Recycled Materials: Pursuant to Texas Health and Safety Code § 361.426, Waller County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Waller County will be the sole judge in determining product preference application.

1.13 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for Waller County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Bids are subject to tabulation by the Procurement Director and recommendation to Waller County Commissioners Court. Compliance with all bid requirements, delivery, and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria in determining the lowest responsible bidder, or for making a recommendation. The Waller County Procurement Director reserves the right to contact any Bidder, at any time, to clarify, verify, or request information with regard to any Bid.

1.14 Disqualification of Bidder: Upon signing the Contract Sheet, a Bidder offering to provide supplies, materials, services, or equipment to Waller County certifies that the Bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any and all Bids may be rejected if Waller County believes that collusion exists among the Bidders. Bids in which the prices appear to be unbalanced may be rejected. If multiple Bids are submitted by a Bidder and after the Bids are opened, one of the Bids is withdrawn, the result will be that all of the Bids submitted by that Bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for

different products or services.

1.15 Awards: Waller County reserves the right to award the Contract to the lowest responsible bidder(s) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Bidder, and to reject any or all Bids.

1.16 Contract Obligation: A Bid does not become binding upon the Bidder until it is accepted by official action of the Waller County Commissioners Court, and a Contract does not become binding on the County of the Bidders until it is approved by official action of the Waller County Commissioners Court and executed by the County Judge or another person authorized by the Waller County Commissioners Court. Department heads are not authorized to sign agreements for Waller County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

SECTION 2. PRE-BID CONFERENCE

2.1 A pre-bid conference will not be conducted for this Project.

SECTION 3. SCOPE

3.1 It is the intent of Waller County to contract with all vendors meeting or exceeding specifications to provide and/or haul oils and asphalts, as defined in the Contract General Terms and Conditions.

SECTION 4. TERM OF CONTRACT:

4.1 The term of this contract is **January 1, 2026 through December 31, 2026** renewable annually for four (4) years (through December 31, 2030) under the same terms and conditions if mutually agreeable by both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

SECTION 5. PRICING

5.1 Excel Bid Pricing Form: Bidders are required to obtain and complete the Excel Bid Pricing Form on the Waller County website and return to County Judge's Office, as stated in Section 1.4 and 1.5.

SECTION 6. ESCLATION CLAUSE:

6.1 Awarded vendor may apply for a price increase to the Waller County Procurement Director. The County Procurement Director will review and increase if deemed warranted, place the request on Waller County's Commissioners Court agenda for their action of approval or denial. Any proposed price increase will only be the amount increased to the vendor from his/her supplier(s). The price increase request must be stated on vendor's letterhead stating the following information: solicitation number and title, item description, original bid price, percent of increase, and total cost to include increase. Written documentation from the vendor's supplier informing of the increase must be provided to the Procurement Director at time of increase request. No application for a price increase may be submitted within the first six (6) months of this contract. Increase requests of more than 25% of the original bid price will not be considered.

SECTION 7. REQUIRED FORMS

7.1 All Bidders are required to complete and return with their Bids the following forms:

a. Electronic Excel file of Pricing Form on flash drive and printed hard copy

b. Bidder's Business Information Sheet

c. Contract Special Terms & Conditions

d. Contract Sheet

e. W-9 Form

f. Texas Ethics Commission Form 1295:

i. Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", as required by Texas Government Code §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/filinginfo/1295/.

ii. On-line instructions:

a. Name of governmental entity is to read: Waller County, Texas.

b. Identification number used by the governmental entity is: B26-002.

c. Description is the title of the solicitation: Oils and Asphalts.

SECTION 8. AWARD

8.1 The contract will be awarded to all bidders meeting specifications, as stated herein.

Waller County Bid 26-002

Contract General Terms and Conditions

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SECTION 1. DEFINTIONS

1.1 Addendum: Written instruments issued by Waller County which clarify, correct, or change the bidding requirements or the Contract Documents prior to the Due Date.

1.2 Authorized Representative: The Waller County Engineer.

1.3 Bid: A complete, properly signed response to an Invitation for Bid that, if accepted, would bind the Bidder to perform the resultant contract.

1.4 Bidder: A person, firm, or entity that submits a Bid in response to an Invitation for Bid.

1.5 Bid Documents: The advertisement or Invitation for Bids, Bid form, the Price Sheet, the Contract Sheet, the Special Terms and Conditions Form, the Contract General Terms and Conditions, Bidder's Business Information Sheet, Form, and Addenda.

1.6 Calendar Day: Any day of the week, no days being excepted.

1.7 Construction Site: The area designated by the County where construction work on the Project is carried out.

1.8 Contract: The binding legal agreement between the County and the Contractor. The Contract represents the entire and integrated agreement between the County and the Contractor for performance of the Work, as evidenced by the Contract Documents.

1.9 Contract Price: the moneys payable by the County to the Contractor for completion of the Work in accordance with the Contract Documents.

1.10 Contract Sheet: the form provided in the Bid Documents.

1.11 Contract Time: The number of days allowed for completion of the Work as defined by the Contract Sheet. When any period is referred to in days, it will be computed to exclude the first and last day of such period. A day of twenty-four hours measured from midnight to the next midnight will constitute a day.

1.12 Contractor: The individual, firm, corporation, or other business entity with whom the County has entered into the Contract for the performance of the Work.

1.13 County: Waller County, Texas, a political subdivision of the State of Texas.

1.14 Drawings: Those portions of the Contract Documents which are graphic representations of the scope, extent and character of the Work to be furnished and performed by Contractor, and which have been approved by the County. Drawings may include plans, elevations, sections, details, schedules, and diagrams. Shop Drawings are not included in the definitions of Drawings.

1.15 Due Date: The date and time specified for receipt of Bids.

1.16 Final Completion: The point in time when the County determines that all Work has been completed and final payment to Contractor will be made in accordance with the Contract Documents.

1.17 Invitation for Bid ("IFB"): A solicitation requesting pricing for a specified good or service which has been advertised for Bid in a newspaper.

1.18 Minor Change: A written change in the Work that is ordered by the Authorized Representative, that does not change the Contract Price or Contract Time, and is consistent

with the scope of the Contract.

1.19 Notice to Proceed: A written notice given by the Authorized Representative of the County to Contractor identifying the date on which the Work will commence, and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.

1.20 Project: the stated title, as specified in the contract documents.

1.21 Schedule of Values: an itemized list of each activity and all materials and labor required to complete the Project, and the corresponding values of each. When summed up, the Schedule of Values shall equal the total Contract Price.

1.22 Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor as required by the Contract Documents.

1.23 Specifications and Plans: Those portions of the Contract Documents consisting of written technical descriptions as applied to the Work, which set forth to Contractor, in detail, the requirements which must be met by all materials, equipment, construction systems, standards, workmanship, equipment, and services in order to render a completed and useful project.

1.24 Subcontractor: An individual, firm, corporation, or other business entity having a direct contract with Contractor for the performance of a portion of the Work under the Contract.

1.25 Substantial Completion: The stage in the progress of the Work when the Work, or designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended use, as evidenced by a Certificate of Substantial Completion approved by the County.

1.26 Superintendent: The representative of Contractor authorized in writing to receive and fulfill instructions from the Authorized Representative, and who shall supervise and direct construction of the Work.

1.27 Supplier: An individual or entity that furnishes materials or equipment to be incorporated in the Work by the Contractor or any Subcontractor.

1.28 Transfer Date: the date on which the care, custody, and control of the Project passes to Waller County.

1.29 Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. It includes the procurement, delivery, and proper construction and/or installation of all materials, facilities, and associated appurtenances necessary to fulfill the winning Bidder's obligations under the Contract, including the coordination and administration of all services necessary for the Contractor, its agents, and/or subcontractors to fulfill Contractor's obligations under the Contract.

SECTION 2. CONTRACT DOCUMENTS

2.1 The Contract Documents: The Contract Documents are composed of the following:

a. Invitation for Bid

b. Price Sheet

c. Contract Special Terms and Conditions, if any

d. Bidder's Business Information Sheet

e. Contract Sheet

f. W-9

g. Other required forms

2.2 Intent: The purpose of the Contract Documents is to include all information necessary for the proper execution and timely completion of the Work by Contractor. The Contractor will execute the Work described in and reasonably inferable from the Contract Documents as necessary to produce the results indicated by the Contract Documents. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

2.3 Exclusion of Professional Services: Contractor shall neither perform nor provide professional services as defined by Texas Government Code Chapter 2254 under this Contract.

2.4 Interpretation: In the event of any dispute concerning the terms of the Contract Documents, the County's interpretation shall govern.

SECTION 3. PREVAILING WAGES

3.1 Required Compliance with Texas Government Code Chapter 2258: This Project is subject to the prevailing wage rate requirements of Chapter 2258 of the Texas Government Code, and the Davis-Bacon Act Wage Determination # TX20250038 provided below. All persons employed by Contractor shall be compensated at not less than the rates shown below. Contractor shall keep records of each worker employed by the Contractor or a subcontractor in the construction of the Project, including each worker's name, occupation, and the actual per diem wage paid to each worker. Said records shall be open at all reasonable hours to inspection by the County and its officers and agents. If Contractor pays any worker less than the below stated rates at any time, the Contractor shall pay Waller County sixty dollars ($60.00) per day for each worker employed by the Contractor for the provision of services described herein for each calendar day or part of the day that the worker is paid less than the below stated rates. Contractors may also visit www.wdol.gov/dba.aspx.

General Decision Number: TX20250299 09/19/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extend-ed (e.g., an option is exercised) on or after January 30, 2022, Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent per-forming on that contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the con-tract is not renewed or extended on or after January 30, 2022, Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 09/19/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 23.26	0.00
Asphalt Paving Machine Operator	$ 22.67	0.00
Asphalt Raker	$ 20.41	0.00
Broom or Sweeper Operator	$ 17.63 **	0.00
Concrete Finisher, Paving and Structures	$ 20.79	0.00
Concrete Pavement Finishing Machine Operator	$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator	$ 22.62	0.00
Concrete Saw Operator	$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less	$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 23.85	0.00
Crawler Tractor Operator	$ 20.33	0.00

Electrician	$ 31.46	0.00
Excavator Operator, 50,000 pounds or less	$ 21.53	0.00
Excavator Operator, Over 50,000 pounds	$ 22.24	0.00
Flagger	$ 16.63 **	0.00
Form Builder/Setter, Structures	$ 19.93	0.00
Form Setter, Paving & Curb	$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted	$ 22.25	0.00
Foundation Drill Operator, Truck Mounted	$ 26.04	0.00
Front End Loader Operator, 3 CY or Less	$ 19.72	0.00
Front End Loader Operator, Over 3 CY	$ 20.34	0.00
Laborer, Common	$ 17.12 **	0.00
Laborer, Utility	$ 19.11	0.00
Loader/Backhoe Operator	$ 21.37	0.00
Mechanic	$ 23.38	0.00
Milling Machine Operator	$ 21.65	0.00
Motor Grader Operator, Fine Grade	$ 23.91	0.00
Motor Grader Operator, Rough	$ 21.20	0.00
Off Road Hauler	$ 17.12 **	0.00
Painter, Structures	$ 26.40	0.00
Pavement Marking Machine Operator	$ 17.12 **	0.00
Piledriver	$ 21.48	0.00
Pipelayer	$ 20.03	0.00
Reinforcing Steel Worker	$ 22.34	0.00
Roller Operator, Asphalt	$ 19.79	0.00
Roller Operator, Other	$ 18.93	0.00
Servicer	$ 20.33	0.00
Spreader Box Operator	$ 17.84	0.00
Structural Steel Worker	$ 22.64	0.00
Truck Driver Lowboy Float	$ 25.94	0.00
Truck Driver, Single Axle	$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 20.17	0.00
Welder	$ 20.97	0.00

Work Zone Barricade Servicer	$ 17.37 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2024, in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing this classification and rate.

Union Average Rate Identifiers

Thes UAVG identifier indicates that no single majority rate prevailed for those classifications; but that, 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFLA2022-007 6/27/2024. SU indicates that the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6 (c) (1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Main. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* a survey underlying a wage determination
* an existing published wage determination
* an initial WHD letter setting forth a position on a wage determination matter
* an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to da-visbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

SECTION 4. TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS:

It is the responsibility of the vendor to adhere to the requirements of the Texas Department of Transportation as stated in the 2024 version of Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

SECTION 5. MATERIAL SPECIFICATIONS & BID PRICING

Specifications are available on the bid pricing form in Excel, downloadable from Waller County's website. Vendors are required to obtain and complete the Excel Bid Pricing Form on the Waller

County website and return with their bid response to County Judge's Office. Bid prices for items must meet the specifications as stated herein and include FOB Waller County.

SECTION 6. ADDITIONAL SPECIFICATIONS & REQUIREMENTS

6.1 The County may purchase any one (1) item from this bid without procurement of any other items included in the bid.

6.2 All prices, unless otherwise specified, are to be FOB delivery point.

6.3 All orders for oils and asphalts must be authenticated by a purchase order issued by Waller County Procurement Director. Invoices not bearing a purchase order will not be paid.

6.4 Awarded vendor may not substitute any materials unless authorized by the Waller County Procurement Director or County Road Commissioner.

6.5 Manufacturer's Safety Data Sheets (MSDS) must be provided to ordering department on all applicable deliveries.

6.6 Signage/traffic control devices will be provided by Waller County, unless otherwise specified.

6.7 Awarded vendor must guarantee all workmanship and materials for a one (1) year period from the substantial completion date of the project.

SECTION 7. DELIVERY AND COUNTY TANK/TRUCK DELIVERY LOCATIONS:

7.1 Deliveries must include off-loading pump and hoses.

7.2 In order to be considered for delivery of materials to a job site, vendor is required to enter a price per mile data for each type of road material bid. In the absence of price per mile data entered by vendor for job site deliveries, Waller County shall utilize rates posted in the current S&GMCA or TTTCA/TBC Motor Freight Commodity Tariff, as applicable. Price per mile is from the Hempstead Yard, Road and Bridge Department, 775 Business 290E, Hempstead.

7.3 Items ordered from this bid may require deliver to various locations throughout Waller County, as specified at time of order. County stockpile delivery locations are below:

Hempstead
Road and Bridge Department
775 Business 290E
Hempstead, Texas

Brookshire
Road and Bridge – Brookshire
5004 Gassner Rd.
Brookshire, Texas

SECTION 8. PAYMENT

8.1 Payment: Waller County shall pay the Contractor according to the contract in current funds for the Contractor's performance, as stated herein, after issuance of a Notice to Proceed and a purchase order issued by the Waller County Procurement Director. In no event will Contractor be paid the entire contract price prior to beginning work, or prior to completion of the work.

8.2 Applications for Payment: Waller County shall make progress payments to the Contractor as provided below.

a. The Contractor shall submit Applications for Payment to Waller County Road & Bridge, 775 Business 290E, Hempstead, Texas 77445 in a form acceptable

to the County. Each Application for Payment must be filled out and signed by the Contractor, and cover the Work that is completed as of the date of the Application and be accompanied by sufficient supporting documentation.

b. With each Application for Payment, the Contractor must submit an affidavit certifying that Contractor has paid in full any bills submitted to the Contractor for labor, material and expendable equipment that Contractor used in the performance of Work or the provision of services under the Contract. The certifying affidavit must be provided to the County before the applicable Application for Payment will be approved for payment.

c. Applications for Payment shall not include requests for payment related to changes in the Work which have not been authorized through a Change Order.

d. Applications for Payment shall not include requests for payment of amounts that the Contractor does not intend to pay to a Subcontractor or Supplier because of a dispute or other reason.

e. The period covered by each Application for Payment shall be one calendar month beginning on the first day of the month, and ending on the last day of the month. A complete and accurate Application for Payment must be submitted to the County Auditor not later than the 15th day of the month following the month in which the work was performed.

f. The Application for Payment shall indicate the percentage of completion of each portion of the Project as of the end of the period covered by the application for payment.

g. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

   i. Take that portion of the contract sum properly allocable to the completed Project less retainage of ten percent (10%).

   ii. Add that portion of the contract sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by Waller County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).

   iii. Subtract the aggregate of previous payments made by Waller County.

h. Payment will be made by the County in accordance with Texas Government Code, Chapter 2251.

8.3 Final Payment: If, upon Final Completion and on the basis of observation of the Work during construction, final inspection, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, the Authorized Representative is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, there are no outstanding claims, and punch list items have been completed, the Authorized Representative will recommend the final Application for Payment for approval to the Waller County Commissioners Court. Final payment shall constitute the entire unpaid, undisputed balance

of the Contract Price. The Contractor may make application for final payment following the procedure for progress payments after the Contractor has complied with the requirements of Section 6.3 to the County's satisfaction, and delivered the following documents:

i. Affidavit by Contractor certifying the payment of all debts and claims;

j. The Record Documents identified in Section 13;

k. Consent to surety, if any, to final payment. If surety is not provided, complete and legally effective releases or waivers that are satisfactory to the County of all claims arising out of or filed in connection with the Work;

l. Certificate evidencing that any applicable requirement for insurance will remain in force after final payment and through the warranty period;

m. Proof of performance bond extension through warranty period, if a performance bond was required; and

n. Any other documentation called for in the Contract Documents.

Final payment is considered to have taken place when the Contractor, or any of its representatives negotiates the County's final payment check, whether labeled final or not, for cash or deposits check in any financial institution for its monetary return.

8.4 Review of Applications for Payment and Payment: The Authorized Representative will, within seven (7) calendar days after receipt of each Application for Payment, either indicate a recommendation for payment and forward the Application for processing by the County, or return the Application to the Contractor indicating the Authorized Representative's reasons for not recommending payment. If the Authorized Representative does not recommend payment, the Contractor shall make the necessary corrections and resubmit the Application.

o. By recommending payment, the Authorized Representative does not represent that:

i. Exhaustive or continuous on-site inspections have been made to check the quality or quantity of the Work;

ii. Examination has been made to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price; or

iii. Contractor's construction means, methods, techniques, sequences, or procedures have been reviewed.

8.5 County's Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to such extent as the County deems necessary in the event that:

p. Defective work is not remedied as required by the County and in the time frame required by the County;

q. A third party files a claim or there is reasonable evidence indicating probable filing of such claims;

r. Contractor fails to make payments properly to Subcontractors for labor, materials, or equipment;

s. There is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Amount;

t. There is damage to the County or another contractor;

u. There is reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

v. The Contractor fails to submit a schedule of values in accordance with the Contract Documents;

w. The Contractor fails to maintain a record of changes on drawings and documents;

x. The Contractor fails to maintain weekly payroll reports and, as applicable, provide copies of reports in a timely manner upon request of the County;

y. The Contractor fails to submit monthly subcontractor reports;

z. Contractor neglects or unsatisfactorily prosecutes of the Work, including fails to clean up; or

aa. The Contractor fails to comply with any provision of the Contract Documents.

8.6 Reason for Withholding Payment Removed: When the above reasons for withholding payment are removed, the Contractor shall resubmit an Application for Payment for the value of the Work performed. Payment will be made in accordance with Texas Government Code Chapter 2251.

8.7 Payment to Subcontractors when Payment Withheld: Subcontractors may request Partial Payment when the County withholds payment of an invoice to the Contractor for any reason listed in Section 6.6. If the payment is withheld by the County, the Contractor shall notify all affected Subcontractors within two (2) working days of notice that payment is being withheld. Upon notification, Subcontractors may submit a formal written request for Partial Payment to the Contractor and the County. If directed by the County, the Contractor shall within three (3) working days resubmit to the County an invoice for the same period that includes only work performed by the requesting Subcontractors during this period. The County will review this resubmitted invoice. Upon receipt of payment for the resubmitted invoice, the Contractor shall pay the Subcontractor within ten (10) calendar days.

SECTION 9. TERM, SUSPENTION OF WORK, AND TERMINATION

9.1 Agreement Term: See Section 4 in General Requirements.

9.2 Suspension by County for Convenience: The County may, in its sole discretion and without cause, order the Contractor in writing to suspend or interrupt the Project in whole or in part for such period of time as the County may determine. In the event the County suspends or interrupts the Work, an adjustment may be made to account for any change in the actual cost of performance of the Work caused by the suspension, or interruption. No adjustment shall be made for an increase in the Contract Price if the performance of the work is, was, or would have been so suspended, delayed, or interrupted by another cause for which the

Contractor is responsible, or when an equitable adjustment is made or denied under another provision of this Contract.

9.3 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

9.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice or the opportunity to cure if Contractor becomes insolvent or files any petition for bankruptcy.

9.5 Termination for Cause: Upon seven (7) calendar days' notice to Contractor, the County may terminate the Contract for cause if the Contractor:

aa. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

bb. Fails to make payment to Subcontractors for materials or labor in accordance with respective agreements between the Contractor and the Subcontractor;

cc. Disregards laws, ordinances, rules, regulations, or orders of public authority having jurisdiction concerning the Project: or

dd. Otherwise commits substantial breach of a provision of the Contract Documents.

9.6 Termination for Convenience: Upon seven (7) calendar days' written notice to Contractor, the County may, in its sole discretion and without penalty or prejudice to any right or remedy of County, terminate this Contract for convenience and without cause at any time. The written notice must be provided in accordance with Section 18.19. The notice must state the reasons for such termination, and provide an effective date of the termination. The notice may also contain instructions necessary to protect, store, or decommission any incomplete work or systems, and/or for safety. Upon receipt of such notice, Contractor shall immediately proceed with the following obligations regardless of whether a dispute regarding the Contract exists:

aa. Stop all work;

bb. Comply with any instructions contained in the termination notice;

cc. Place no further subcontracts or order for materials or services;

dd. Terminate all subcontracts for convenience;

ee. Cancel all materials and equipment orders as applicable; and

ff. Take appropriate action to protect and preserve all property related to the Contract which is in the possession of Contractor.

9.7 Notice of Termination: The terminating Party shall provide seven (7) days written notice of termination to the other Party as provided in Section 18.19.

9.8 Discretionary Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the

date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

9.9 County's Rights After Termination: In the event of termination, the County may immediately take possession of the site, and of all materials, equipment, tools, and construction equipment and machinery thereon. The County may finish the Project by whatever reasonable method it deems expedient.

9.10 Duty to Mitigate: In the event of termination or suspension under this Contract, the Contractor shall take all reasonable actions to mitigate its damages and any and all claims which may be asserted against the County.

9.11 Responsibility During Demobilization: While demobilizing, the Contractor shall take all necessary and reasonable actions to preserve and protect the Work, the site, and other property of the County or others at the site.

9.12 Payment After Termination: In the event the County terminates the Contract, the County shall pay the Contractor only for work performed prior to the date of termination, and that is satisfactory to County. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate. Not later than 30 days after the date of termination, the Contractor shall submit to County a final termination settlement proposal to the County for Work already performed. It any of the Work contained in the settlement proposal is not satisfactory to the County, the County shall provide written notice to the Contractor. The County shall only pay for the portion of the Work that it determines in good faith to be satisfactory. If Contractor fails to submit the settlement proposal within the time specified, the County may unilaterally determine the amount owed to Contractor. Payment of the amount determined by the County shall be full satisfaction of any claim or debt due by County to Contractor under the Contract.

SECTION 10. RIGHT TO ASSURANCE

10.1 Right to Assurance: In the event that the county has a reason to question the Contractor's intent or ability to perform its obligations under the Contract, the County may demand that the Contractor give written assurance of its intent to perform, its plan to properly continue performance, and a detailed timeline for completion of the Project. The Contractor shall provide a written response to County that addresses the County's demand for written assurance within five (5) business days. If Contractor fails to provide the written response, the County may treat the failure as an anticipatory repudiation of the Contract.

SECTION 11. INSURANCE

11.1 Insurance Coverages: Contractor shall carry insurance in the types and amounts indicated below, which shall include items owned by the County in the care, custody, and control of the Contractor prior to and during construction and warranty period. It is intended that policies required by this Contract covering both the County and the Contractor shall be considered primary coverages as applicable. Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of the Contractor, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company having Best's rating of A/VII or better, authorized to do business in the

State of Texas at the time the policies are issued and in force, and shall be of the following types and limits:

aa. Workers Compensation insurance in accordance with applicable law. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

bb. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

cc. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

dd. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with a combined Bodily Injury/Property Damage with minimum limits of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

11.2 Additional Insured: Contractor's insurance policies that cover performance under this Contract shall name the County an additional insured, except for Workers' Compensation and Professional Liability, if required. All endorsements naming the County as additional insured, waivers, and notices of cancellation of endorsements, as well as the Certificates of Insurance shall indicate: Waller County, Texas, 836 Austin Street, Suite 4300, Hempstead, Texas 77445.

11.3 Certificates of Insurance: Contractor shall provide the County with properly executed certificates of such insurance before the Contract is executed as verification of the coverage required in Section 11.1. The certificates shall indicate that all required insurance coverages are effective as of the Effective Date, and that such insurance shall not be canceled, except on thirty (30) days prior written notice to the County. The Contract shall not commence Work until the required insurance is obtained and until such insurance has been reviewed by the County. The Contractor must also provide Certificates of Insurance when a previously identified policy period has expired as verification of continuing coverage.

11.4 Responsibility for Insurance: The Contractor shall be responsible for premiums, deductibles, and self-insured retentions, if any, state in the policies. All deductibles or self-insurance retentions shall be disclosed on the Certificates of Insurance.

11.5 No Decrease in Liability: The County's acceptance or approval of the certificates of insurance or certified copies of insurance policies shall not relieve, decrease, or limit Contractor's liability. The insurance coverages required under this Contract are required minimum and are not intended to limit the responsibility of liability of the Contractor.

11.6 No Cancellation or Modification: The Contractor shall continuously maintain the required insurance coverages during the Contract Term. Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Contract for the duration of the Contract.

11.7 Workers Compensation Certification: By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provided 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 self-insured, with the Texas Worker's Compensation Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.8 County Occupancy: All insurance shall provide for the County to take occupancy of the Work or any part thereof during the term of said insurance.

11.9 Failure to Comply: Contractor's failure to comply with any of these provisions is a breach of Contract by Contractor which entitles the County to declare the Contract void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

SECTION 12. INDEMNIFICATION

12.1 **INDEMNITY FOR BODILY INJURY OR DEATH CLAIMS: TO THE FULLEST EXTENT PERMITTING BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, FOR BODILY INJURY OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY OR DEATH IS CAUSED BY OR ALLEDGED TO HAVE BEEN CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE, FAULT, OR STRICT LIABILITY OF ANY INDEMNITEE**

12.2 **GENERAL INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH AND BODILY INJURY – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR**

INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 13. RECORDS AND AUDITS

13.1 Record Preservation and Maintenance: The Contractor shall maintain and preserve accurate and complete records relating to the Project for a period of five (5) years measured from the expiration of the defects period, termination of this Contract, until all audit and litigation matters that the County has brought to the attention of the Contractor are resolved, or as otherwise required by law, whichever is longer. Upon request, the Contractor shall provide the County with such records. This Section 13.3 shall survive termination of the Contract.

13.2 Right to Inspect, Examine, Reproduce, and Audit: Waller County, and any of its duly authorized employees or agents, shall have the right to inspect, examine, reproduce, and audit the books and records of the Contractor generated by or on behalf of Contractor, whether paper, electronic, or other media, which are in any way related to performance of or compliance with this Contract, including, but not limited to:

a. Accounting records;

b. Written policies and procedures;

c. Subcontract files (including proposals of successful and unsuccessful bidders, and other related documents);

d. Original estimates and estimating work sheets;

e. Correspondence;

f. Change Order files;

g. Back charge logs and supporting documentation;

h. General ledger entries detailing cash and trade discounts earned, insurance rates, and dividends;

i. Lump sum agreements between Contractor and any Subcontractor or Supplier;

j. Records necessary to evaluate Contract compliance, Change Order pricing, and any Claim submitted by Contractor or any of its payees; and

k. Any other Contractor record that may substantiate any charge related to this Contract.

13.3 Survival of Terms: Waller County's right to inspect, examine, reproduce, and audit under this section for the same period of years that Contractor is required to maintain and preserve records under Section 13.3.

SECTION 14. SILENCE OF SPECIFICATIONS

14.1 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production for commercial trade. The materials used and workmanship provided shall be of the highest quality.

SECTION 15. INDEPENDENT CONTRACTOR

15.1 Independent Contractor: The Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Contract, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Contract shall be construed as creating an employer/employee relationship, partnership, or a joint venture. Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the County.

SECTION 16. LIMIT OF APPROPRIATIONS

16.1 Limit of Appropriations: Funds for payment of this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Agreement, and Contractor's sole and exclusive remedy shall be to terminate this Agreement. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

SECTION 17. TEXAS REQUIRED CERTIFICATIONS

17.1 No Boycotting Israel: By signature affixed hereto, Contractor certifies that it does not currently boycott Israel, and will not boycott Israel during the term of this Contract.

17.2 Texas Comptroller's List of Prohibited Companies: By signature affixed hereto, Contractor certifies that it is not listed on the website of the Texas Comptroller concerning the listing of companies that are identified under Texas Government Code §§ 806.051, 807.051, or 2253.153.

17.3 No Energy Company Boycott: By signature affixed hereto, Contractor certifies that it does not currently boycott energy companies, and will not boycott energy companies during the term of this Contract.

17.4 No Discrimination Against Firearm and Ammunition Industries: By signature affixed hereto, Contractor certifies that it does not currently discriminate against firearm and ammunition industries, and that it will not during the term of this Contract.

SECTION 18. MISCELLANEOUS PROVISIONS

18.1 Jurisdiction and Venue: This Contract is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Contract shall be in a court of competent jurisdiction in Waller County, Texas. This Contract is made and is to be performed in Waller County, Texas.

18.2 Right of Review: The County may review any and all of the goods and services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Contract as may be reasonably necessary. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by a review under this Section.

18.3 No Waiver: No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this Contract shall not be deemed a waiver of any further right under this Contract. The County does not waive, modify, or alter to any extent any of its defenses, immunities, or remedies.

18.4 No Personal Liability: Nothing herein shall be construed as creating any personal liability for any officer, agent, or employee of the County.

18.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent deemed to be omitted. In such event, there shall be substituted for such deleted provision a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

18.6 Entire Agreement: This Contract, together with all of its appendices, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Contract. By entering into this Contract, the Parties do not intend to create any obligations, express or implied, other than those specifically set out in this Contract.

18.7 Modification: The Contract may not be modified, altered, or amended except by written instrument duly authorized by the Waller County Commissioners Court and executed by both Parties.

18.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

18.9 Tax Exempt: The County is a tax-exempt entity under Texas Tax Code § 151.039, and will not pay a tax from which it is exempt. Tax exempt paperwork will be provided upon written request for the purchase of any items qualifying for exemption under this Contract. In

accordance with applicable laws and regulations, Contractor shall issue its Texas Resale Certificate to vendors and subcontractors for items that qualify for exemption. The Contractor shall be responsible for paying any and all taxes assessed, in whole or in part, on the Project or the Work. The County will not pay for, or reimburse Contractor for any tax from which it is exempt.

18.10 No Arbitration: A dispute arising under this Contract shall not be subject to arbitration.

18.11 Waiver of Subrogation: Contractor, Subcontractor's, and their insurance carriers waive any and all rights whatsoever with regard to subrogation against County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's or Subcontractor's, or their employees' performance under this Contract.

18.12 Successors and Assigns: Waller County and the Contractor bind themselves, and their permitted successors executors, administrators, and assigns to this Contract. Neither Party shall assign, sublet, or transfer its interest, in whole or in part, in this Contract without the prior written consent of the other Party. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Contract; c) Contractor must retain its obligations to the County under this Contract until the assignment is effective; d) the assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

18.13 Illegal Price Fixing: Contractor agrees to assign to the County any rights it may have to bring antitrust suits against its Suppliers for overcharges on materials incorporated in the Project growing out of illegal price fixing agreements. Contractor further agrees to cooperate with the County should the County which to prosecute suits against Suppliers for illegal price fixing.

18.14 Right to Offset: No money shall be paid by the County upon any claim, debt, demand, or account to any person, firm, corporation, or entity who owes taxes or any other debt to the County. The County shall be entitled to offset any such debt, claims, demand, or account by deducting the amount of taxes due to the County from any payment due to the Contractor. No assignment, or transfer of any such debt, claim, demand, or account after said taxes are due or other debt accrues shall affect the right of the County to so offset said taxes or other debt against the Contractor.

18.15 No Third-Party Beneficiaries: This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

18.16 Authority to Sign: Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

18.17 Public Communications: Contractor shall not, under any circumstance, release any material or information developed in the performance of its services hereunder without the express written permission of the County, except where required by law to do so. If required by law to release any material or information, Contractor shall notify the County before the release. County shall be solely responsible for communicating with and providing

information to the news media, citizens of Waller County, and other governmental agencies.

18.18 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Contract and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

18.19 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County	To Contractor:
Attn: County Judge 836 Austin Street, Suite 4300 Hempstead, Texas 77445	As indicated on Bidder's Business Information Sheet

With a copy to:

Waller County Road & Bridge Dept.
Attn: Ross McCall
775 Bus 290 East
Hempstead, Texas 77445

END

Waller County Bid 26-002

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Cleveland Asphalt Products, Inc.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

Clayton Moore
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Neither my company nor an owner or principal of my company is currently listed on the government-wide exclusions in SAM, debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority. My company agrees to immediately notify Waller County if my company or an owner or principal is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under any statutory or regulatory authority.

By signature below, I certify that the above is true, complete, and accurate, and that I am authorized by my company to make this certification.

Cleveland Asphalt Products, Inc.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

Clayton Moore
Printed Name

NO ISRAEL BOYCOTT CERTIFICATION

Effective September 1, 2017, as amended effective May 7, 2019 (H.B. 793), a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Contract. (Tex. Gov't Code Ch. 2270). Accordingly, this certification form is included to the extent required by law.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Tex. Gov't Code §808.001(1).

By signature below, I certify and verify that Vendor does not boycott Israel and will not boycott Israel during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Cleveland Asphalt Products, Inc.
Company Name

Signature of Authorized Company Official

Clayton Moore
Printed Name

NO ENERGY COMPANY BOYCOTT CERTIFICATION

Effective September 1, 2021, a Texas governmental entity may not enter into a contract with a value of $100,000 or more that is to be paid wholly or partly from public funds with a company (excluding a sole proprietorship) that has 10 or more full-time employees for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott energy companies currently; and (2) will not boycott energy companies during the term of the Contract. (Tex. Gov't Code Ch. 2274). Accordingly, this certification form is included to the extent required by law.

"Boycott Energy Companies" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or

(b) does business with a company described by Paragraph (a) above. Tex. Gov't Code §809.001(1).

"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. (Tex. Gov't Code Ch. 2274.001(2)).

By signature below, I certify and verify that Vendor does not boycott energy companies and will not boycott energy companies during the term of any contract awarded under this RFP, that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Cleveland Asphalt Products, Inc.
Company Name

11/17/2025
Date

Signature of Authorized Company Official

Clayton Moore
Printed Name

NO DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES CERTIFICATION

Effective September 1, 2021, Chapter 2274 of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company (excluding a sole proprietorship) for the purchase of goods or services unless the contract contains a written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. (Tex. Gov't Code §2274). Accordingly, this certification form is included to the extent required by law.

"Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. The phrase does not include (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(a) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(b) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means a for-profit 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 associations that exists to make a profit.

By signature below, I certify and verify that Vendor does not discriminate against firearm and ammunition industries; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Clayton Moore
Company Name

11/17/2025
Date

Signature of Authorized Company Official

Clayton Moore
Printed Name

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND COMMON DATA SOLUTIONS, LLC DOING BUSINESS AS FIRSTSTEP MANAGEMENT TECHNIQUES, LLC FOR COUNTY-WIDE ROAD ASSESSMENT SERVICES

This Agreement for county-wide road assessment services ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Common Data Solutions, LLC doing business as FirstStep Management Techniques, LLC ("Contractor"), an Arkansas limited liability company with its principal place of business at 12909 Triston Ln, Farmington, Arkansas 72730, (referred to individually as Party and collectively as "Parties").

WHEREAS, the County desires to obtain professional services for assessing the pavement conditions of and mapping all County maintained roads;

WHEREAS, the Contractor has a professional staff that is experienced and qualified to provide professional services related to assessing road pavement conditions, and will provide the services as specified below and for the price provided herein, which County and Contractor determined to be a fair and reasonable price;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to performance of this Agreement; and

WHEREAS, the County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties mutually agree as follows:

SECTION 1. AGREEMENT

1.1 Services to be Provided: The Contractor shall provide road pavement assessment and related services as provided in the Contractor's proposal ("Proposal") attached hereto as Exhibit A. Contractor shall provide the goods and services in accordance with this Agreement.

1.2 Contract Documents: The following documents constitute the "Contract Documents":

a. This Agreement;

b. The Proposal, attached hereto as Exhibit A.

All of the documents referred to in this Section 1.2 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the Proposal.

1.3 Additional Terms and Conditions: The terms and conditions in this Agreement apply to this Agreement, and are controlling over any other Contract Document.

SECTION 2. DESIGNATED REPRESENTATIVES

2.1 County's Designated Representatives: The County designates the County Engineer as the Designated Representative with regard to the goods and services to be provided under this Agreement.

2.2 Contractor's Designated Representatives: Contractor designates ~~NAME~~ Mike Morgan, Program Manager as its Designated Representative with regard to the goods and services to be provided under this Agreement.

2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Scope of the Work: Contractor shall perform the services as provided in the Proposal on the entirety of the County's road inventory, which includes all roads maintained by the County, whether paved or unpaved. The County's road inventory is approximately five hundred and fifty (550) miles of maintained roadways.

3.2 Contractor's Performance: Contractor shall be responsible for conducting its activities in order to achieve the performance of the Agreement. Contractor shall furnish all labor, equipment, fuel, supervision, and any other item or service necessary to provide the goods and services specified in the Proposal in accordance with the terms and conditions of this Agreement.

3.3 Conference and Cooperation: Contractor shall confer with the County on an as needed basis to ensure the goods and services are satisfactory, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.

3.4 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to provide the goods and services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the goods and services required by this Agreement. Contractor shall ensure its employees, staff, agents, and representatives provide the goods and services in a safe manner. The County shall not be responsible for any injury incurred or caused by an employee, member of staff, agent, or representative of Contractor during the performance of this Agreement.

3.5 Performance Warranty: Contractor represents and warrants to County that is has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession, and will perform the services in accordance with the highest professional standards. All services will comply with applicable industry standards.

3.6 Materials and Equipment: all materials, parts, and equipment, necessary in the course of the performance of this Agreement shall be provided by the Contractor, and shall be in proper working condition.

3.7 Compliance With Applicable Law: Contractor shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, codes, and executive orders of the federal, state, and local government, which may affect performance of this Agreement. All employees performing work on County property shall be appropriately licensed.

3.8 Risk of Loss: Contractor shall be responsible for any damage or loss to County property caused by any of its employees, staff, agents, or representatives.

3.9 Third-Party Property Damage: Contractor shall be responsible for any damages or losses it, or any of its employees, staff, agents, or representatives, cause to third-parties in the performance of this Agreement.

3.10 Time for Performance: Contractor shall begin performance of the work within one week of receiving a written notice to proceed from the County's Designated Representative, and shall fully complete the work within 90 days of beginning the work. Time is of the essence in the performance of the work contemplated by this Agreement.

SECTION 4. CONTRACT PRICE

4.1 Contract Price: In consideration of the goods and services to be provided by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for goods actually provided and services actually performed in an amount not to exceed fifty thousand ($50,000.00). This sum shall be a fixed fee for the provision of the goods and services contemplated by this Agreement, and shall be paid as a lump sum only upon full completion of the work contemplated herein.

4.2 Payment: The County agrees to pay Contractor for goods and services in the amount identified in Section 4.1 upon completion of the services and acceptance of the work performed, and according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

4.3 Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:

a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the timeframe required by the County;

b. The work performed is not to the satisfaction of the County, and the Contractor does not remedy the work performed to the satisfaction of the County;

c. Contractor or its employees, staff, agents, or representatives cause damage to County property; or

d. There is reasonable evidence that the work cannot be completed within the time specified in this Agreement;

4.4 Right to Setoff: Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.

SECTION 5. TERM AND TERMINATION

5.1 Agreement Term: The term of this Agreement shall begin on the Effective Date, and continue until terminated in accordance with Section 5.2.

5.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

5.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.

5.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.

5.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. Contractor must cease performance of any services immediately upon receiving written notice.

5.6 Notice of Termination: The terminating Party shall provide 10 days written notice of termination to the other Party as provided in Section 16.18.

5.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for 10 calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the 10th calendar day after the date of receipt of the notice, unless otherwise agreed in writing by the Parties.

5.8 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 6. NO EXCLUSION OR PAYMENT

6.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

7.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records

and documents for the purpose of performing an audit.

SECTION 8. INTERPRETATION

8.1 Interpretation: This Agreement controls over any other document, proposal, order form, purchase order, terms, or conditions in regard to the goods and services to be provided hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 9. SITE INSPECTION AND COORDINATION

9.1 Equipment Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All goods and services provided under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. NO DISCLAIMER OF WARRANTIES

10.1 No Disclaimer of Warranties: Contractor shall not disclaim any warranty provided by law. All warranties shall survive the termination of this Agreement.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the provision of the goods and services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 13. INDEMNITY.

13.1 INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH

– LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY

AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 14. INSURANCE REQUIREMENTS

14.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Common Data Solutions, LLC doing business as FirstStep Management Techniques, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

a. Workers Compensation in accordance with the laws of the State of Texas.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.

14.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within 10 days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.

14.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.

14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing 30 days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 15. ASSIGNMENT

15.1 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least 30 days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations

under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed assignment agreement not later than 5 business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Recitals: The Recitals are true and correct, and are incorporated into this Agreement.

16.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

16.3 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.

16.4 Right of Review: The County may review and inspect any and all of the services performed by Contractor under this Agreement. The County is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of 3 years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.

16.5 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.

16.6 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

16.7 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If the Contractor is relieved from performance due to force majeure, the County will also be excused from making payment to the Contractor during the period of nonperformance. If the Contractor has already received payment from the County for the period of nonperformance, the Contractor shall refund a prorated portion of the payment made by County for the period during which performance is excused.

16.8 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

16.9 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.

16.10 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

16.11 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.

16.12 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.

16.13 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.

16.14 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any

suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.

16.15 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

16.16 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

16.17 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

16.18 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To Contractor:

Attn: ~~NAME~~ Kirstin Morgan, Owner
FirstStep Management Techniques, LLC
P.O. Box 4037
Fayetteville, Arkansas 72701

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the Effective Date.

COUNTY

WALLER COUNTY, TEXAS

a political subdivision of the State of Texas

Carbett "Trey" Duhon, III
County Judge

December 10, 2025
Date

ATTEST

Debbie Hollan
County Clerk

CONTRACTOR

COMMON DATA SOLUTIONS, LLC d/b/a FIRSTSTEP MANAGEMENT TECHNIQUES, LLC
an Arkansas limited liability company

~~Michael G~~Kirstin M. Morgan
Owner, Common Data Solutions, LLC d/b/a FirstStep Management Techniques, LLC

12/3/2025
Date

ATTEST

~~NAME~~Mike Morgan
~~TITLE~~Program Manager

FIRSTSTEP® PAVEMENT MANAGEMENT
Simple. Workable Technology

Proposal for Services – FirstStep Pavement Management
November 2025

J. Ross McCall, PE
County Engineer
Waller County Road & Bridge
775 US-290 BUS
Hempstead, Texas 77445
(979) 826-7670

Re **Waller County Road & Bridge**
Road Inventory & Condition Assessment
Road Stripe Initial Inventory & Assessment
Road Signs Initial Inventory
Streetview Update

We are pleased to coordinate with the Waller County Road & Bridge.

1.0 Pavement Management – Inventory Condition Assessment / Distress Patrol

2.1 Pavement Condition Assessment (Network-Level)

- Roadway pavements patrolled by trained inspectors using geolocated video cameras (1080p; 60fps)
- Visual, non-destructive assessment of facility pavements
- Pavement conditions are illustrated as:

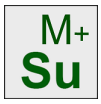
- EXCELLENT
  - A pavement in condition EXCELLENT is in perfect condition
  - No corrective maintenance or preventive maintenance is recommended
  - If any distress is observed – will be localized in nature (see next page for distress descriptions)
- GOOD
  - Preventive maintenance may be recommended
  - Corrective maintenance is typically not recommended
  - Pavement distress is limited to oxidation, weathering and minor climate related damage
  - Surface distress (if present) is typically low severity and low density (<5%)
  - Structural distress (if present) is both localized and low density (<5%)
- FAIR
  - Preventive maintenance may be recommended
  - Corrective maintenance may be recommended
  - A variety of pavement distresses may be present
  - Structural distress may be localized as well as global
  - Global Structural damage is low severity / low density
- CRITICAL
  - A pavement in condition CRITICAL is likely to be LOST (and require reconstruction) within 2 years
  - A variety of pavement distresses may be present
  - Surface and Structural distresses are typically global in nature
  - A combination of corrective and preventive maintenance may be recommended
- LOST
  - A LOST pavement requires major M&R (Maintenance and Repair/Reconstruction)
  - Shallow, Deep, and/or Full-Depth Reconstruction may be recommended

2.2 Pavement Distress Assessment (Network Level Assessment)

Observed pavement attributes and distress are illustrated as follows:

- - Pothole 01 and - Pothole 02
  - Observed Pothole 01 is of higher importance than observed Pothole 02
  - Pothole 01 is a **Major Pothole** and is typically structural in nature
  - Pothole 02 is a minor pothole and may consist of edge conditions / small popouts

- - Surface Distress, Low Density
  - Climate (non-structural) related distress including:
    Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
    Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)
  - Low Density surface distress may be addressed by hand-application of crack seal (not mass-crack treatment)

-  - Surface Distress, Medium-High Density
  - Climate (non-structural) related distress including:
    Surface Cracking, Longitudinal and Transverse Cracking, Block Cracking, Edge Cracking
    Severe Weathering, Raveling, Bleeding, Scaling (PCC), Durability Cracking (PCC)
  - Higher density of surface cracking may be better suited to mass-crack treatments rather than hand-applications

- - Structural Distress and - Mass Structural Distress
  - Evidence of structural/durability distress present
  - Depth of structural damage (shallow, deep) is not indicated
  - Distresses include Alligator Cracking, Rutting (High Severity), Depression (High Severity), Utility Cuts

- - Drainage / Water Issue
  - Observed drainage issues present on the pavement surface – may be a variety of causes
  - Depression, rutting, drainage (or lack of drainage), etc

- - Surface
  - Observed Surface issues present on the pavement surface – may be a variety of causes

2.3 Reporting – Dynamic Roadway Condition Map

Figure 1 – Dynamic Condition Map with Road Condition and Distress Toggle Buttons

2.4 Geolocated Video, Road Book, Project Planner

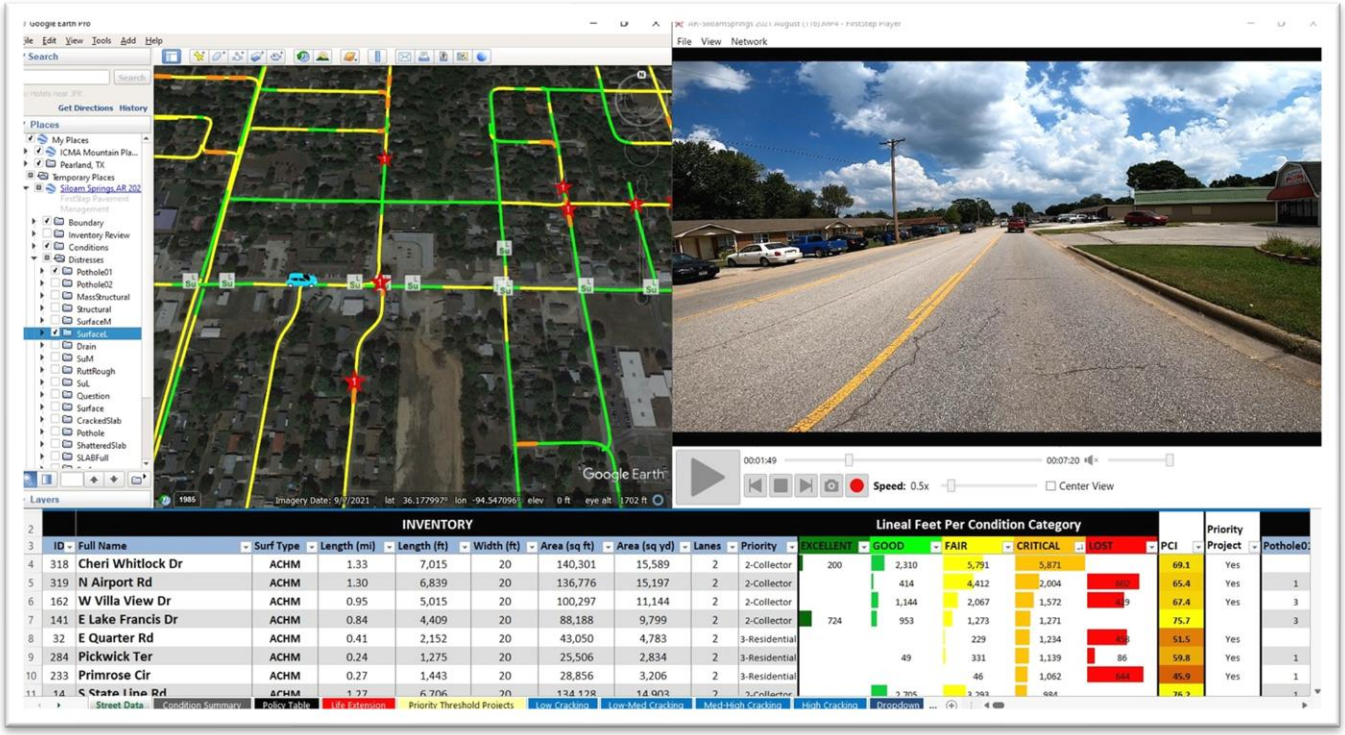


Figure 2 - Condition Map with Video (1080p / 30fps) and Project Planner

2.0 Initial Street Name Sign Inventory

- Develop an Initial Inventory of maintained Road Signs.
- The goal is to identify and illustrate all observed Road Signs.
- We will make an effort to provide a clear, online photo of each observed Road Sign.

Figure 13 - Initial Road Sign Inventory

- Many (many) signs will be located and labeled.

- Select and Keep only the signs useful for your asset management solution.

- Typical Road Markings.

3.0 Compensation

Waller County Road & Bridge	Method	Fee
Roadway Network Inventory Review **The Roadway Network Inventory Review is a pre-requisite to the Road Condition and Distress Patrol.** During this process we will review in detail with County Staff the current maps of maintained roadways within Waller County. Both Paved and Unpaved road networks will be reviewed. Depending upon availability of maps and staff, the maintained roadway inventory review is anticipated to take two weeks. Additional roadway edits and questions may extend this time. It is anticipated that Waller County will receive and retain ownership of this work product which will be delivered electronically in KML, KMZ, or Shapefile format(s). The results of the road network inventory review is an updated dataset of the county maintained roadways. This dataset is uploaded into FirstStep Patrol Vehicles for the performance of the Road Condition and Distress Patrol	**Included**	**$0.00**
Road Condition and Distress Patrol With the uploaded and updated county roadway inventory maps created during the Road Network Inventory Review, FirstStep will collect data by driving 100% of the officially mapped roadways. Utilizing our patented technology, we will note all observed Road Conditions and Road Distresses commonly utilized by the road departments and engineering staff while our recording equipment captures forward-facing, geolocated video at 1080p, 60 fps. Typically charged at $95.00 per centerline mile, we have come to an agreement to collect data on Waller County's roadways at a Lump Sum rate of $50,000.00 (approx. $91.00 per estimated centerline mile).	**Lump Sum**	**$50,000.00**
	TOTAL:	**$50,000.00**
Additional Services In addition to our forward-facing, geolocated video at 1080p, 60fps, we will collect 360-Degree Data utilizing a specialized camera array. The 360-Degree video data is necessary for the efficient identification of many items including the county's maintained road signs and special hazard inventory.		
Road Sign Initial Inventory All observed county maintained road signs will be identified. An icon, screenshot, and general location of each observed road sign will be produced. A complete set of observed county-maintained road signs will be delivered to the county electronically in KML, KMZ, or Shapefile Format(s). Typically charged at $9.95 per observed road sign, we have come to an agreement to produce Waller County's Road Sign Initial Inventory within the Road Condition and Distress Patrol's Lump Sum rate of $50,000.00	**Included**	**$0.00**
Special Hazard Initial Inventory: Dump Sites, Piles of Tires, etc. All observed county-maintained roads, dead-ends, cul-de-sacs that contain dump sites, trash piles, discarded tires, etc will be identified. An icon, screenshot, and general location of each observed special hazard area will	**Included**	**$0.00**

be produced. A complete set of observed special hazard areas will be delivered to the county electronically in KML, KMZ, or Shapefile Format(s).		
Google Street View Update Data that is collected on the count's behalf is professional grade. Data may be utilized by many consumers for a variety of applications. With the County's permission we will upload copies of your collected 360-Degree Video data to Google Street View for use in its ongoing 'Street View Project'. Images will be prepared, processed, and made available publicly.	**Included**	**$0.00**
	TOTAL:	**$50,000.00**

*Based on an inventory of (approx.) 550 centerline miles of maintained roadways (paved and unpaved).

.

4.0 Additional Services

Additional Services may be incorporated into your Asset Management Plan.

- Enhanced Site Assessments, Patrols and Reports
  - Road Edge Condition Patrol
  - Intersection Sightline Inventory and Conditions
  - Code Compliance, Urban Blight
  - Road Surface Type Assessment
  - Drainage / Ditch Patrol
  - Storm Sewer / Sanitary Sewer Patrol
  - Street Sign MUTCD Compliance
  - Street Sign Condition, Obstruction Study, Intersection Review
  - Building / Facility Patrol
  - Urban Forest / Invasive Species
- Custom Patrols / User-Defined Patrols
- Additional site visits at the request of the owner

5.0 Method of Payment

The method of payment is anticipated to be a lump sum once the project is completed and accepted by the County.

6.0 Time of Performance

The project is anticipated to be completed 90 days from the completion of the Road Network Inventory Review.

7.0 Deliverables

Standard deliverables include the following:

1. One (1) large, color hard copy suitable for presentation of each selected solution:

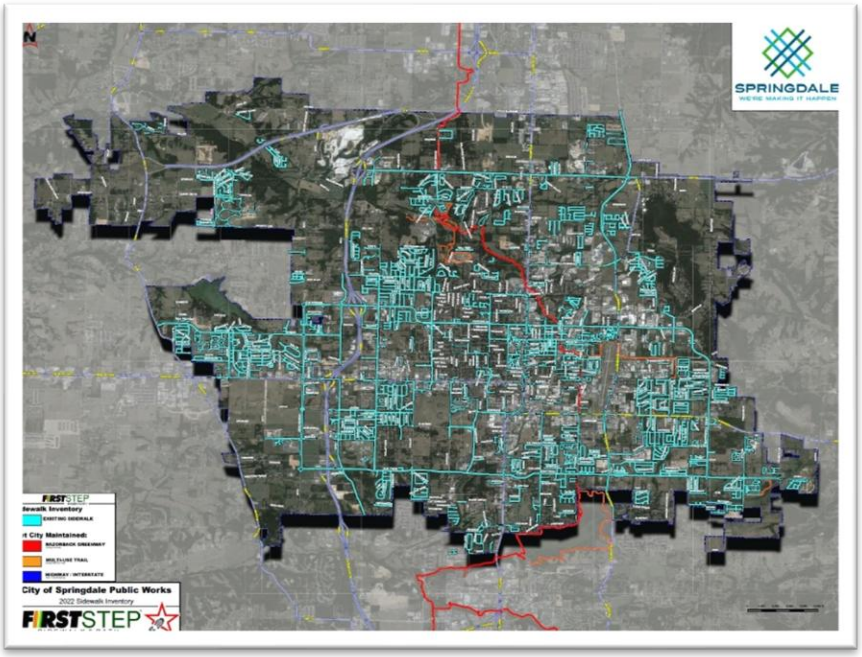


Figure 15 - Large Wall Map (ARCH 'E')

2. Three (3) 8.5”x11” color, bound Inventory, Condition and Distress Books for each selected solution:

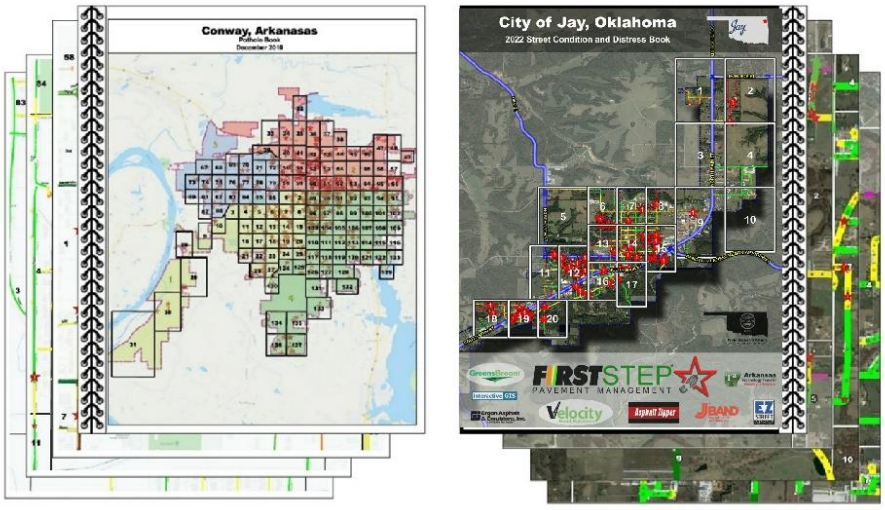


Figure 16 - Distress Books, Custom Reports

3. Full-Sized, Electronic Copies of the Wall Maps and Books (PDFs) for additional printing.
4. Unrestricted electronic copies of produced data and applicable workbooks (Google Earth .KMZ, Excel, etc).
5. Account set-up and login credentials to FirstStep Online providing web-access to (as applicable):
6. For GIS resources, Shapefiles, JSON, and other common file types are available at No Additional Cost.

We appreciate the opportunity to be of service in the development of your asset management solutions.

Please indicate your acceptance of the terms, scope of work and fee by signing, scanning and returning. A facsimile signature is sufficient to indicate your understanding of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 120 days from receipt. Additionally, the proposal may become null and void 12 months from the date of acceptance by the client, if the work has not been authorized to begin within that time.

Sincerely,

Michael G. Morgan
Owner

Agreed to and accepted this date:

Date

Signature

Michael G. Morgan
Printed Name

Owner
Title / Authorizing Agent

Agreed to and accepted this date:

December 10, 2025
Date

Signature

Carbett "Trey" J. Duhon
Printed Name

County Judge
Title / Authorizing Agent

Waller County Seasoned Adult Events

2026 Calendar Highlights 10 AM-12 NOON

January

- **January 16:** Nutrition & Bingo---*Waller County Community Center*

February

- **February 16:** Nutrition & Line Dance---Waller County Community Center

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March

- **March 6:** Nutrition — *Waller County Community Center*
- **March 13:** Nutrition & Bingo — *Waller County Community Center*
- **March 20:** Nutrition & Exercise with a Purpose — *Prairie View Church of Christ*
- **March 27:** Bingo & Potluck — *Prairie View Church of Christ*

April

- **April 3 (Good Friday):** Bingo — *Waller County Community Center*
- **April 10:** Garden Ready & Bingo — *Waller County Community Center*
- **April 24:** Bingo & Potluck — *Prairie View Church of Christ*
- **April 27:** Winery Visit — *Transportation Needed*

May

- **May 1:** Book Review with Rose Briggs — *Waller County Community Center*
- **May 8:** Brookwood Trip (Brookshire) *Transportation Needed*
- **May 18:** Scam Prevention — *Waller County Community Center*

June

- **June 5:** Tea — *Waller County Community Center*
- **June 12:** Painting with a Twist — *Waller County Community Center*
- **June 15:** Quilting — *Waller County Community Center / PVCOC*

July

- **July 1:** Movie Day — *Waller County Community Center*
- **July 6:** Self-Defense & Bingo — *Waller County Community Center*
- **July 13:** Arts & Crafts (Wreath Making) *PVCOC*

August

- **August 7:** Blue Bell Tour — *Transportation Needed*
- **August 14:** Mental Health — *Waller County Community Center*
- **August 21:** Digital Citizenship — *Waller County Community Center*

****For more information or assistance with transportation, please contact Burnest Carter (979)645-0932 or Ruth Smith (281)796-5508**

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SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #37 November 2025 (R0)

Printed 11/22/2025 2:11 PM

Item 81.

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County

PROJECT: Waller Co. Business Node

APPLICATION NO: **37**

PERIOD TO: **30-Nov-25**

VIA ARCHITECT: BSW Architect, Inc.

ARCHITECT'S PROJECT NOS: Multiple

CONTRACT DATE: 6/1/2022

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, Tx 76137

CONTRACT FOR: New Construction

Distribution to:

x	OWNER
x	ARCHITECT
x	CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM **(Exhibit B)**			$ 1,273,310.00
2a. Net change by Exhibits			$ 41,780,633.00
2b. Net change by Change Orders			$ 767,296.39
3. CONTRACT SUM TO DATE (Line 1 ± 2)			$ 43,821,239.39
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			$ 41,831,319.94
5. RETAINAGE:			
a. 5 % of Construction Cost (Column D + E on G703)	$ 1,428,318.57		
b. 5 % of Stored Material (Column F on G703)	$ 0.00		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)			$ 1,428,318.57
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)			$ 40,403,001.37
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)			$ 39,575,519.75
8. CURRENT PAYMENT DUE			$ **827,481.62**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)			$ 3,418,238.02

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,552,289.95	$4,360.56
Total approved this Month	$0.00	$0.00
TOTALS	$42,552,289.95	$4,360.56
NET CHANGES by Change Order	$42,547,929.39	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of TEXAS County of Waller
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ **827,481.62**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY
(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	$38,639,762.00	Courthouse Construction
3/6/2024	EXHIBIT E, CHANGE ORDER 3	$12,878.13	Swing Space Construction
8/21/2024	EXHIBIT E, CHANGE ORDER 4	($4,360.56)	Swing Space Construction
7/11/2025	EXHIBIT F, CHANGE ORDER 1	$402,374.00	Courthouse Design of 3rd Floor
	2. Net change by Exhibits & Change Orders	$42,547,929.39	

Swing Space Design (Non-Retainage items)	$0.00	1	$0.00
Swing Space General Conditions (Non-Retainage items)	$0.00	1	$0.00
Swing Space Construction (Retainage items)	$0.00	0.95	$0.00
Swing Space Released Retainage	$0.00	1	$0.00
Court House Design (Non-Retainage items)	$33,026.91	1	$33,026.91
Court House General Conditions (Non-Retainage items)	$179,625.63	1	$179,625.63
Court House Construction (Retainage items)	$647,188.50	0.95	$614,829.08
8. CURRENT PAYMENT DUE			$827,481.62

Total Design Cost	$33,026.91
Total Construction Cost	$794,454.71
8. CURRENT PAYMENT DUE	$827,481.62

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #37 November 2025 (R0)

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SWING SPACE DESIGN BUILD SERVICES														
	SWING SPACE TOTALS	**0.000**	**184,531.00**	**184,531.00**	**1,825,812.00**	**2,375,265.39**	**0.00**	**2,375,265.39**	**2,375,265.39**	**0.00**	**0.00**	**2,375,265.39**	**100%**	**0.00**	**0.00**
23.0	**NEW COURTHOUSE DESIGN BUILD SERVICES**														
23.1A	Courthouse Replacement Design Fees (Prog/SD	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	792,645.84	33,026.91	0.00	825,672.75	100%	0.00	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	92,249.75	0.00	0.00	92,249.75	18%	434,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	3,177,226.56	132,384.44	0.00	3,309,611.00	100%	0.00	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	285,818.88	11,909.12	0.00	297,728.00	100%	0.00	0.00
23.13	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	1,639,628.81	35,332.07	0.00	1,674,960.88	95%	88,165.12	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving (Tucker)	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	330,000.00	0.00	0.00	330,000.00	100%	0.00	16,500.00
25.2	Concrete Sidewalks (Tucker)	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	70,000.00	0.00	0.00	70,000.00	100%	0.00	3,500.00
25.3	Earthwork (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	243,920.00	0.00	0.00	243,920.00	100%	0.00	12,196.00
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	2,995.00	0.00	0.00	2,995.00	100%	0.00	149.75
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	13,483.25	0.00	13,483.25	55%	11,031.75	674.16
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	88,606.00	0.00	0.00	88,606.00	100%	0.00	4,430.30
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	35,750.00	107,250.00	0.00	143,000.00	100%	0.00	7,150.00
25.9	Site Utilities (Cannon Construction)	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	135,637.05	23,935.95	0.00	159,573.00	100%	0.00	7,978.65
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work												**90%**		
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	19,279.00	0.00	22,245.00	75%	7,415.00	1,112.25
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	12,659.50	6,329.75	0.00	18,989.25	75%	6,329.75	949.46
26.3	Concrete Piles (Tucker)	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
26.4	Building Foundation & Slab (Tucker)	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	501,315.00	0.00	0.00	501,315.00	100%	0.00	25,065.75
26.5	Elevated Concrete (Tucker)	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	275,000.00	0.00	0.00	275,000.00	100%	0.00	13,750.00
26.6	Site & Parking Concrete Work (Tucker)	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	276,250.00	0.00	0.00	276,250.00	65%	148,750.00	13,812.50
27.0	Masonry												**100%**		
27.1	Mobilization, Submittals, Shop Drawings, & Engin	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	106,840.00	0.00	0.00	106,840.00	100%	0.00	5,342.00
27.2	GFRC (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	185,668.00	0.00	0.00	185,668.00	100%	0.00	9,283.40
27.3	GFRC (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	9,802.95
27.4	GFRC (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	196,059.00	0.00	0.00	196,059.00	100%	0.00	9,802.95
27.5	GFRC (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	382,658.00	0.00	0.00	382,658.00	100%	0.00	19,132.90
27.6	Stone Veneer (North) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	28,800.00
27.7	Stone Veneer (East) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	28,800.00
27.8	Stone Veneer (West) (Camarata)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	576,000.00	0.00	0.00	576,000.00	100%	0.00	28,800.00
27.9	Stone Veneer (South) (Camarata)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	1,066,000.00	0.00	0.00	1,066,000.00	100%	0.00	53,300.00
27.11	CMU (Camarata)	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	67,141.00	0.00	0.00	67,141.00	100%	0.00	3,357.05
27.12	Mockup (Camarata)	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	38,175.00	0.00	0.00	38,175.00	100%	0.00	1,908.75
28.0	Metals												**100%**		
28.10	Structural Steel Fabrication (MSD)	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,878,900.00	0.00	0.00	1,878,900.00	100%	0.00	46,972.50
28.20	Structural Steel Erection (MSD)	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	576,800.00	0.00	0.00	576,800.00	100%	0.00	28,840.00
28.30	Miscellaneous Steel (MSD)	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
28.40	Shop Drawings, Project Management (Livers)	0.000	0.00	0.00	0.00	0.00	118,213.00	118,213.00	118,213.00	0.00	0.00	118,213.00	100%	0.00	5,910.65
28.50	Fabrication, Materials (Livers)	0.000	0.00	0.00	0.00	0.00	359,993.00	359,993.00	323,993.70	0.00	0.00	323,993.70	90%	35,999.30	16,199.69
28.60	Decorative Metal Railings (Livers)	0.000	0.00	0.00	0.00	0.00	134,660.00	134,660.00	121,194.00	0.00	0.00	121,194.00	90%	13,466.00	6,059.70
29.0	Carpentry & Millwork												**97%**		
29.1	Millwork & Countertops (Phoenix Millwork)	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	1,027,957.50	0.00	0.00	1,027,957.50	97%	31,792.50	51,397.88
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation (LCR)	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	80,567.00	0.00	0.00	80,567.00	100%	0.00	4,028.35
30.2	Exterior Insulation & Finish System (Pillar)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	179,200.00	0.00	0.00	179,200.00	100%	0.00	8,960.00
30.3	Fluid Applied Air Barrier & Sealants (TAG)	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	330,061.00	0.00	0.00	330,061.00	100%	0.00	16,503.05
30.4	Roofing, Sheet Metal Trim, & Roof Accessories (	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	1,838,037.00	0.00	0.00	1,838,037.00	100%	0.00	91,901.85
30.5	Applied Fire Protection (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	186,620.00	0.00	0.00	186,620.00	100%	0.00	9,331.00
31.0	Openings												**100%**		
31.1	Door, Frame, & Hardware Materials (Himmel's)	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	469,087.00	0.00	0.00	469,087.00	100%	0.00	23,454.35
31.2	Door, Frame, & Hardware Installation (Himmel's)	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	47,298.00	0.00	0.00	47,298.00	100%	0.00	2,364.90
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	4,500.00	0.00	0.00	4,500.00	45%	5,500.00	225.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	34,900.00	0.00	0.00	34,900.00	100%	0.00	1,745.00
32.0	Glass and Glazing System												**100%**		
32.1	Shop Drawings & Submittals (TCGC)	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
32.2	Aluminum Material (TCGC)	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	475,000.00	0.00	0.00	475,000.00	100%	0.00	23,750.00
32.3	Brake Metal (TCGC)	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	43,000.00	0.00	0.00	43,000.00	100%	0.00	2,150.00
32.4	Curtain wall (TCGC)	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	237,000.00	0.00	0.00	237,000.00	100%	0.00	11,850.00
32.5	Storefront (TCGC)	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	97,000.00	0.00	0.00	97,000.00	100%	0.00	4,850.00
32.6	Aluminum Wall caps (TCGC)	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	8,000.00	0.00	0.00	8,000.00	100%	0.00	400.00
32.7	Transaction Windows (TCGC)	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	138,000.00	0.00	0.00	138,000.00	100%	0.00	6,900.00
32.8	Glass Materials (TCGC)	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	272,000.00	0.00	0.00	272,000.00	100%	0.00	13,600.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
32.9	Shadow box (TCGC)	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	16,000.00	0.00	0.00	16,000.00	100%	0.00	800.00
33.10	Equipment (TCGC)	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	76,000.00	0.00	0.00	76,000.00	100%	0.00	3,800.00
33.11	Caulking (TCGC)	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	106,000.00	0.00	0.00	106,000.00	100%	0.00	5,300.00
33.12	Remaining Stained Glass (Alt 3 Only)	0.000	0.00	0.00	0.00	0.00	125,000.00	125,000.00	125,000.00	0.00	0.00	125,000.00	100%	0.00	6,250.00
33.13	Initial Design - Foster Stained Glass	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
33.0	Finishes												**100%**		
33.1	Moisture Mitigation Control (Vector)	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	26,688.00	0.00	0.00	26,688.00	100%	0.00	1,334.40
33.2	Cold Formed Metal Framing & Drywall (SPD)	0.000	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	1,952,391.00	0.00	0.00	1,952,391.00	100%	0.00	97,619.55
33.3	Tape & Float (SPD)	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	110,207.00	0.00	0.00	110,207.00	100%	0.00	5,510.35
33.4	Wood Blocking (SPD)	0.000	0.00	0.00	0.00	0.00	86,100.00	86,100.00	86,100.00	0.00	0.00	86,100.00	100%	0.00	4,305.00
33.5	Acoustical Ceilings (SPD)	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	146,747.00	0.00	0.00	146,747.00	100%	0.00	7,337.35
33.6	Stretched-Fabric Ceilings (Marek Brothers)	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	72,013.50	8,001.50	0.00	80,015.00	100%	0.00	4,000.75
33.7	Ceramic Tile (Level 1) (Camarata)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	158,395.00	0.00	0.00	158,395.00	100%	0.00	7,919.75
33.8	Ceramic Tile (Level 2) (Camarata)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	104,629.00	0.00	0.00	104,629.00	100%	0.00	5,231.45
33.9	Ceramic Tile (Level 3) (Camarata)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	25,691.00	0.00	0.00	25,691.00	100%	0.00	1,284.55
34.10	Ceramic Tile (Level 4) (Camarata)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	114,885.00	0.00	0.00	114,885.00	100%	0.00	5,744.25
34.11	Epoxy Terrazzo (National Terrazzo)	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	197,682.00	12,618.00	0.00	210,300.00	100%	0.00	10,515.00
34.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	51,463.00	0.00	0.00	51,463.00	100%	0.00	2,573.15
34.13	Wood Flooring (All Brite)	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	50,000.00	0.00	0.00	50,000.00	100%	0.00	2,500.00
34.14	Resilient & Carpet Flooring (Keller)	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	147,194.50	25,975.50	0.00	173,170.00	100%	0.00	8,658.50
34.15	Painting (SPD)	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	181,362.50	0.00	0.00	181,362.50	100%	0.00	9,068.13
34.16	Wallcovering (SPD)	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	53,637.50	0.00	0.00	53,637.50	100%	0.00	2,681.88
34.17	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	16,875.00	0.00	0.00	16,875.00	75%	5,625.00	843.75
34.0	Specialties & Equipment														
34.1	Signage (Benchmark)	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	86,947.00	0.00	0.00	86,947.00	100%	0.00	4,347.35
34.2	Toilet Accessories (Built Rite)	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	29,530.00	0.00	0.00	29,530.00	100%	0.00	1,476.50
34.3	Mobile Storage Shelving (Southwest Solutions)	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	89,823.00	0.00	0.00	89,823.00	100%	0.00	4,491.15
34.4	Bird Control Devices (Shulte)	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	3,450.00	0.00	0.00	3,450.00	100%	0.00	172.50
34.5	Tackboards & Tackboard Cabinets (Built Rite)	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	250.00
34.6	Cash Drawer (TCGC)	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	100%	0.00	250.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators (Built Rite)	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	1,500.00
34.9	Roller Window Shades (Capital Blinds)	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	28,488.60	0.00	28,488.60	84%	5,426.40	1,424.43
35.0	Conveying Systems														
35.1	Elevators (Otis)	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	473,596.00	0.00	0.00	473,596.00	100%	0.00	23,679.80
36.0	Fire Protection System														
36.1	Fire Protection System (Texas Fire Logic)	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	288,477.00	0.00	0.00	288,477.00	95%	15,183.00	14,423.85
37.0	Mechanical - Plumbing												**100%**		
37.1	Below slab Sanitary	0.000	0.00	0.00	0.00	0.00	98,064.00	98,064.00	98,064.00	0.00	0.00	98,064.00	100%	0.00	4,903.20
37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	9,040.00	0.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	163,671.00	0.00	0.00	163,671.00	100%	0.00	8,183.55
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	142,079.00	0.00	0.00	142,079.00	100%	0.00	7,103.95
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	246,863.00	0.00	0.00	246,863.00	100%	0.00	12,343.15
37.6	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	54,981.00	0.00	0.00	54,981.00	100%	0.00	2,749.05

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #37 November 2025 (R0)

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
37.7	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	50,679.00	0.00	0.00	50,679.00	100%	0.00	2,533.95
37.8	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	7,606.00	0.00	0.00	7,606.00	100%	0.00	380.30
37.9	Fixtures & punch list	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	107,044.00	0.00	0.00	107,044.00	100%	0.00	5,352.20
37.10	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	206,802.00	0.00	0.00	206,802.00	100%	0.00	10,340.10
37.11	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	50,400.00	0.00	0.00	50,400.00	100%	0.00	2,520.00
38.0	Mechanical - HVAC												**100%**		
38.1	HVAC Mobilization, GC's, Submittals (DerryBerry	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	139,661.00	0.00	0.00	139,661.00	100%	0.00	6,983.05
38.2	Sheet Metal (DerryBerry)	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	744,936.00	0.00	0.00	744,936.00	100%	0.00	37,246.80
38.3	HVAC Controls (DerryBerry)	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	212,311.00	0.00	0.00	212,311.00	100%	0.00	10,615.55
38.4	VAV's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	394,120.00	0.00	0.00	394,120.00	100%	0.00	19,706.00
38.5	RTU's (DerryBerry)	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	648,172.00	0.00	0.00	648,172.00	100%	0.00	32,408.60
38.6	Testing, Adjusting, & Balancing	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	6,730.00	20,190.00	0.00	26,920.00	40%	40,380.00	1,346.00
39.0	Electrical Systems												**100%**		
39.01	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	146,377.00	0.00	0.00	146,377.00	100%	0.00	7,318.85
39.02	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	200,267.00	0.00	0.00	200,267.00	100%	0.00	10,013.35
39.03	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	374,082.00	0.00	0.00	374,082.00	100%	0.00	18,704.10
39.04	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	231,681.78	2,340.22	0.00	234,022.00	100%	0.00	11,701.10
39.05	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	563,247.16	11,494.84	0.00	574,742.00	100%	0.00	28,737.10
39.06	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	152,022.00	0.00	0.00	152,022.00	100%	0.00	7,601.10
39.07	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	240,970.24	4,917.76	0.00	245,888.00	100%	0.00	12,294.40
40.0	Low Voltage Systems												**93%**		
40.1	Communications (Advanced Connections)	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	272,267.00	0.00	0.00	272,267.00	100%	0.00	13,613.35
40.2	Audio, Video & Room Control Systems (AVI-SPL)	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	404,094.24	0.00	0.00	404,094.24	88%	55,103.76	20,204.71
40.3	Access Control & Video Management Systems (E	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	375,409.60	65,696.68	0.00	441,106.28	94%	28,155.72	22,055.31
41.0	Life Safety Systems														
41.1	Fire Alarm (Kauffman)	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	79,194.00	0.00	0.00	79,194.00	100%	0.00	3,959.70
42.0	Allowances & Contingencies														
	Remaining Owner Contingency							**67,803.75**					**83%**		
42.01	ALLW #02 Additional signage at the Tax Office	0.000	0.00	0.00	0.00	0.00	2,092.14	2,092.14	2,092.14	0.00	0.00	2,092.14	100%	0.00	104.61
42.02	ALLW #05 Window Shades at All Windows	0.000	0.00	0.00	0.00	0.00	20,333.00	20,333.00	20,333.00	0.00	0.00	20,333.00	100%	0.00	1,016.65
42.03	ALLW 6 Clock Tower Renovations	0.000	0.00	0.00	0.00	0.00	5,342.20	5,342.20	5,342.20	0.00	0.00	5,342.20	100%	0.00	267.11
42.04	ALLW #10 Additional Flagpole	0.000	0.00	0.00	0.00	0.00	5,300.00	5,300.00	5,300.00	0.00	0.00	5,300.00	100%	0.00	265.00
42.05	ALLW 11 ASI 1 Dias Elevation Change	0.000	0.00	0.00	0.00	0.00	12,270.00	12,270.00	12,270.00	0.00	0.00	12,270.00	100%	0.00	613.50
42.06	ALLW 15 RFI 70 Additional Terrazzo	0.000	0.00	0.00	0.00	0.00	43,723.00	43,723.00	43,723.00	0.00	0.00	43,723.00	100%	0.00	2,186.15
42.07	ALLW 16 Controls at (4) County Buildings	0.000	0.00	0.00	0.00	0.00	57,118.00	57,118.00	57,118.00	0.00	0.00	57,118.00	100%	0.00	2,855.90
42.08	ALLW 17 ASI 2 Roller Shades & Deal Trays	0.000	0.00	0.00	0.00	0.00	5,618.00	5,618.00	5,618.00	0.00	0.00	5,618.00	100%	0.00	280.90
42.09	ALLW 18 RFI 67 Restroom Buildout	0.000	0.00	0.00	0.00	0.00	101,304.00	101,304.00	101,304.00	0.00	0.00	101,304.00	100%	0.00	5,065.20
42.10	ALLW 20 RFI 60 Add redundancy fiber conduit	0.000	0.00	0.00	0.00	0.00	37,600.00	37,600.00	37,600.00	0.00	0.00	37,600.00	100%	0.00	1,880.00
42.11	ALLW 25 ASI 3 Ground Transformer	0.000	0.00	0.00	0.00	0.00	209,150.00	209,150.00	209,150.00	0.00	0.00	209,150.00	100%	0.00	10,457.50
42.12	ALLW 25.1 ASI 3 Owner's Contingency Items	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	1,800.00
42.13	ALLW 26 Added Tstats at Community Center	0.000	0.00	0.00	0.00	0.00	4,153.68	4,153.68	4,153.68	0.00	0.00	4,153.68	100%	0.00	207.68
42.14	ALLW 29 ASI 5 Added terrazzo county seal	0.000	0.00	0.00	0.00	0.00	32,015.00	32,015.00	32,015.00	0.00	0.00	32,015.00	100%	0.00	1,600.75
42.15	ALLW 040 ASI 7 Emergency Outlet Locations (O	0.000	0.00	0.00	0.00	0.00	101,547.00	101,547.00	101,547.00	0.00	0.00	101,547.00	100%	0.00	5,077.35
42.16	ALLW 41 RFI 141 Access controls	0.000	0.00	0.00	0.00	0.00	2,880.60	2,880.60	2,880.60	0.00	0.00	2,880.60	100%	0.00	144.03

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #37 November 2025 (R0)

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.17	ALLW 43 RFI 146 Elevator Controls	0.000	0.00	0.00	0.00	0.00	30,228.00	30,228.00	30,228.00	0.00	0.00	30,228.00	100%	0.00	1,511.40
42.18	ALLW 44 RFI 147 Gen monitoring	0.000	0.00	0.00	0.00	0.00	11,452.87	11,452.87	11,452.87	0.00	0.00	11,452.87	100%	0.00	572.64
42.19	ALLW 054 Stained Glass	0.000	0.00	0.00	0.00	0.00	170,140.00	170,140.00	170,140.00	0.00	0.00	170,140.00	100%	0.00	8,507.00
42.20	ALLW 057 RFI 109 Tax Accessor Teller Window	0.000	0.00	0.00	0.00	0.00	8,085.84	8,085.84	8,085.84	0.00	0.00	8,085.84	100%	0.00	404.29
42.21	ALLW 058 RFI 183 Modification to Cupola Mainte	0.000	0.00	0.00	0.00	0.00	45,432.82	45,432.82	45,432.82	0.00	0.00	45,432.82	100%	0.00	2,271.64
42.22	ALLW 060 RFI 148 Water Meter @ Community C	0.000	0.00	0.00	0.00	0.00	2,650.40	2,650.40	2,650.40	0.00	0.00	2,650.40	100%	0.00	132.52
42.23	ALLW 062 RFI 114 Marque Sign	0.000	0.00	0.00	0.00	0.00	116,592.81	116,592.81	29,148.20	0.00	0.00	29,148.20	25%	87,444.61	1,457.41
42.24	ALLW 063 RFI 179 Roof Ladder	0.000	0.00	0.00	0.00	0.00	7,842.13	7,842.13	7,842.13	0.00	0.00	7,842.13	100%	0.00	392.11
42.25	ALLW 064 RFI 136 Holiday Lights	0.000	0.00	0.00	0.00	0.00	25,741.00	25,741.00	15,444.60	0.00	0.00	15,444.60	60%	10,296.40	772.23
42.26	ALLW 66 RFI 150 Added Outlets for 4th floor Met	0.000	0.00	0.00	0.00	0.00	2,597.00	2,597.00	2,597.00	0.00	0.00	2,597.00	100%	0.00	129.85
42.27	ALLW 67 RFI 175 Access Hatches to Trusses	0.000	0.00	0.00	0.00	0.00	7,252.14	7,252.14	7,252.14	0.00	0.00	7,252.14	100%	0.00	362.61
42.28	ALLW 70 RFI 180 Added TV's on 2nd Floor	0.000	0.00	0.00	0.00	0.00	14,442.92	14,442.92	14,442.92	0.00	0.00	14,442.92	100%	0.00	722.15
42.29	ALLW 77 Custom Lanterns	0.000	0.00	0.00	0.00	0.00	34,000.00	34,000.00	17,000.00	17,000.00	0.00	34,000.00	100%	0.00	1,700.00
42.30	ALLW 79 RFI 215 Added TV Infrastructure in Roo	0.000	0.00	0.00	0.00	0.00	3,881.73	3,881.73	3,881.73	0.00	0.00	3,881.73	100%	0.00	194.09
42.31	ALLW 80 RFI 209 Added Sink and Millwork in Ro	0.000	0.00	0.00	0.00	0.00	15,091.28	15,091.28	15,091.28	0.00	0.00	15,091.28	100%	0.00	754.56
42.32	ALLW 81 RFI 210 Room 3205 and 3rd floor Rest	0.000	0.00	0.00	0.00	0.00	74,782.75	74,782.75	74,782.75	0.00	0.00	74,782.75	100%	0.00	3,739.14
42.33	ALLW 86 RFI 221 Furring @ structural Steel supp	0.000	0.00	0.00	0.00	0.00	4,106.30	4,106.30	4,106.30	0.00	0.00	4,106.30	100%	0.00	205.32
42.34	ALLW 91 RFI 225 Swagit Video Systems	0.000	0.00	0.00	0.00	0.00	150,335.03	150,335.03	150,335.03	0.00	0.00	150,335.03	100%	0.00	7,516.75
42.35	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	-188,182.64	-188,182.64	-188,182.64	0.00	0.00	-188,182.64	100%	0.00	-9,409.13
42.36	ALLW 102 RFI 246 County Map Additions	0.000	0.00	0.00	0.00	0.00	5,251.55	5,251.55	5,251.55	0.00	0.00	5,251.55	100%	0.00	262.58
42.37	B 27 Reserves to Owner Contingency	0.000	0.00	0.00	0.00	0.00	-117,246.46	-117,246.46	-117,246.46	0.00	0.00	-117,246.46	100%	0.00	-5,862.32
42.39	ALLW 112 RFI 249 North Driveway Addition, Side	0.000	0.00	0.00	0.00	0.00	27,152.00	27,152.00	27,152.00	0.00	0.00	27,152.00	100%	0.00	1,357.60
42.40	ALLW 114 RFI 242 Updated Landscape drawings	0.000	0.00	0.00	0.00	0.00	39,265.86	39,265.86	0.00	0.00	0.00	0.00	0%	39,265.86	0.00
42.41	ALLW 115 Temporary Time Capsule Cover	0.000	0.00	0.00	0.00	0.00	1,236.00	1,236.00	1,236.00	0.00	0.00	1,236.00	100%	0.00	61.80
42.42	ALLW 116 RFI 244 5th Floor HVAC	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.43	ALLW 117 RFI 252 Bathroom Mirror Replacemer	0.000	0.00	0.00	0.00	0.00	13,009.00	13,009.00	0.00	13,009.00	0.00	13,009.00	100%	0.00	650.45
42.44	ALLW 118 Additional Final Clean for Grand Oper	0.000	0.00	0.00	0.00	0.00	14,620.85	14,620.85	0.00	14,620.85	0.00	14,620.85	100%	0.00	731.04
42.45	ALLW 119 Added cost for expediting lanterns	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.46	ALLW 120 Added Patch Cables	0.000	0.00	0.00	0.00	0.00	4,408.80	4,408.80	4,408.80	0.00	0.00	4,408.80	100%	0.00	220.44
42.47	ALLW 121 Add Air filter timer to BAS	0.000	0.00	0.00	0.00	0.00	12,473.65	12,473.65	0.00	0.00	0.00	0.00	0%	12,473.65	0.00
42.48	ALLW 123 Covering of the Stained Glass	0.000	0.00	0.00	0.00	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	1,500.00	100%	0.00	75.00
42.49	ALLW 124 Stain Color Change	0.000	0.00	0.00	0.00	0.00	9,691.00	9,691.00	0.00	9,691.00	0.00	9,691.00	100%	0.00	484.55
42.50		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.51		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.52		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.53		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.54		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining Design/Builder Contingency							**109,000.90**					**100%**		
42.51	ALLW 21 RFI 42 Lobby Window Discrepancy	0.000	0.00	0.00	0.00	0.00	1,288.00	1,288.00	1,288.00	0.00	0.00	1,288.00	100%	0.00	64.40
42.52	ALLW 22 ASI 2 Revised Dias & plumbing	0.000	0.00	0.00	0.00	0.00	62,015.00	62,015.00	62,015.00	0.00	0.00	62,015.00	100%	0.00	3,100.75
42.53	ALLW 23 ASI 3 oil separator & roof drains change	0.000	0.00	0.00	0.00	0.00	52,023.00	52,023.00	52,023.00	0.00	0.00	52,023.00	100%	0.00	2,601.15
42.54	ALLW 24 RFI 27 Door Hardware Changes	0.000	0.00	0.00	0.00	0.00	38,216.00	38,216.00	38,216.00	0.00	0.00	38,216.00	100%	0.00	1,910.80
42.55	ALLW 27 ASI 4 Add wood trim around columns	0.000	0.00	0.00	0.00	0.00	34,623.00	34,623.00	34,623.00	0.00	0.00	34,623.00	100%	0.00	1,731.15
42.56	ALLW 28 ASI 5 Enlarged Site Ramps	0.000	0.00	0.00	0.00	0.00	46,598.28	46,598.28	46,598.28	0.00	0.00	46,598.28	100%	0.00	2,329.91

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.57	ALLW 31 RFI 91 VAV Clarification	0.000	0.00	0.00	0.00	0.00	6,479.96	6,479.96	6,479.96	0.00	0.00	6,479.96	100%	0.00	324.00
42.58	ALLW 32 Storefront changes @ elevations B,D, &	0.000	0.00	0.00	0.00	0.00	40,000.00	40,000.00	40,000.00	0.00	0.00	40,000.00	100%	0.00	2,000.00
42.59	ALLW 33 Temp sidewalks	0.000	0.00	0.00	0.00	0.00	8,720.00	8,720.00	8,720.00	0.00	0.00	8,720.00	100%	0.00	436.00
42.60	ALLW 034 Stars on the railings	0.000	0.00	0.00	0.00	0.00	24,235.00	24,235.00	24,235.00	0.00	0.00	24,235.00	100%	0.00	1,211.75
42.61	ALLW 35 ASI 6	0.000	0.00	0.00	0.00	0.00	-6,444.75	-6,444.75	-6,444.75	0.00	0.00	-6,444.75	100%	0.00	-322.24
42.62	ALLW 37 RFI #104 Added Dowels & Rebar	0.000	0.00	0.00	0.00	0.00	15,748.00	15,748.00	15,748.00	0.00	0.00	15,748.00	100%	0.00	787.40
42.63	ALLW 39 RFI 117 Cupula Shift Clarification	0.000	0.00	0.00	0.00	0.00	41,754.00	41,754.00	41,754.00	0.00	0.00	41,754.00	100%	0.00	2,087.70
42.64	ALLW 042 RFI 118 Change to continuous hinges	0.000	0.00	0.00	0.00	0.00	3,864.00	3,864.00	3,864.00	0.00	0.00	3,864.00	100%	0.00	193.20
42.65	ALLW 45 RFI 162 Plumbing Chase and Ductwork	0.000	0.00	0.00	0.00	0.00	22,243.59	22,243.59	22,243.59	0.00	0.00	22,243.59	100%	0.00	1,112.18
42.66	ALLW 46 RFI 140 Millwork, Handrail, Steel Confli	0.000	0.00	0.00	0.00	0.00	13,000.00	13,000.00	13,000.00	0.00	0.00	13,000.00	100%	0.00	650.00
42.67	ALLW 47 RFI 152 Shaft Wall Requirements	0.000	0.00	0.00	0.00	0.00	2,882.76	2,882.76	2,882.76	0.00	0.00	2,882.76	100%	0.00	144.14
42.68	ALLW 49 RFI 160 VAV 3-09	0.000	0.00	0.00	0.00	0.00	9,437.97	9,437.97	9,437.97	0.00	0.00	9,437.97	100%	0.00	471.90
42.69	ALLW 50 RFI 121 Vault Door Specification	0.000	0.00	0.00	0.00	0.00	2,944.00	2,944.00	2,944.00	0.00	0.00	2,944.00	100%	0.00	147.20
42.70	ALLW 51 Custom Caulk Color	0.000	0.00	0.00	0.00	0.00	6,491.52	6,491.52	6,491.52	0.00	0.00	6,491.52	100%	0.00	324.58
42.71	ALLW 52 RFI 177 GFRC Caulk Joint	0.000	0.00	0.00	0.00	0.00	9,788.28	9,788.28	9,788.28	0.00	0.00	9,788.28	100%	0.00	489.41
42.72	ALLW 53 RFI 172 Power To Flush Valves	0.000	0.00	0.00	0.00	0.00	15,188.00	15,188.00	15,188.00	0.00	0.00	15,188.00	100%	0.00	759.40
42.73	ALLW 55 RFI 155 Stained Glass Dimension Char	0.000	0.00	0.00	0.00	0.00	20,284.00	20,284.00	20,284.00	0.00	0.00	20,284.00	100%	0.00	1,014.20
42.74	ALLW 56 RFI 176 Cupola Lintel at Wrong Elevati	0.000	0.00	0.00	0.00	0.00	17,129.00	17,129.00	17,129.00	0.00	0.00	17,129.00	100%	0.00	856.45
42.75	ALLW 061 RFI 173 Exhaust Fan Missing Circuit	0.000	0.00	0.00	0.00	0.00	9,051.00	9,051.00	9,051.00	0.00	0.00	9,051.00	100%	0.00	452.55
42.76	ALLW 68 RFI 174 Decking over Trusses	0.000	0.00	0.00	0.00	0.00	1,910.35	1,910.35	1,910.35	0.00	0.00	1,910.35	100%	0.00	95.52
42.77	ALLW 71 RFI 194 Confirmation of TPO at back o	0.000	0.00	0.00	0.00	0.00	6,842.04	6,842.04	6,842.04	0.00	0.00	6,842.04	100%	0.00	342.10
42.78	ALLW 72 RFI 196 Additional Spray Foam at Roof	0.000	0.00	0.00	0.00	0.00	12,625.00	12,625.00	12,625.00	0.00	0.00	12,625.00	100%	0.00	631.25
42.79	ALLW 74 RFI 171 Octagonal Towers Interior Cor	0.000	0.00	0.00	0.00	0.00	7,560.04	7,560.04	7,560.04	0.00	0.00	7,560.04	100%	0.00	378.00
42.80	ALLW 75 RFI 184 Tax Accessor Teller Windows	0.000	0.00	0.00	0.00	0.00	9,822.50	9,822.50	9,822.50	0.00	0.00	9,822.50	100%	0.00	491.13
42.81	ALLW 76 RFI 199 Truss Octagonal Tower tie in	0.000	0.00	0.00	0.00	0.00	23,680.16	23,680.16	23,680.16	0.00	0.00	23,680.16	100%	0.00	1,184.01
42.82	ALLW 78 RFI 205 Room 1104 and 1105 Curtain	0.000	0.00	0.00	0.00	0.00	8,879.84	8,879.84	8,879.84	0.00	0.00	8,879.84	100%	0.00	443.99
42.83	ALLW 82 Added Aluminum Doors	0.000	0.00	0.00	0.00	0.00	6,533.15	6,533.15	6,533.15	0.00	0.00	6,533.15	100%	0.00	326.66
42.84	ALLW 83 RFI 202 East and West side of Rooftop	0.000	0.00	0.00	0.00	0.00	9,183.05	9,183.05	9,183.05	0.00	0.00	9,183.05	100%	0.00	459.15
42.85	ALLW 84 RFI 218 Roof Flashing around the pent	0.000	0.00	0.00	0.00	0.00	8,973.15	8,973.15	8,973.15	0.00	0.00	8,973.15	100%	0.00	448.66
42.86	ALLW 85 Front Entrance Interior side of Vestibule	0.000	0.00	0.00	0.00	0.00	7,544.32	7,544.32	7,544.32	0.00	0.00	7,544.32	100%	0.00	377.22
42.87	ALLW 89 Elevator Usage Fee - Construction Pha	0.000	0.00	0.00	0.00	0.00	9,000.00	9,000.00	9,000.00	0.00	0.00	9,000.00	100%	0.00	450.00
42.88	ALLW 90 Ductwork Connection Conflict with Fur	0.000	0.00	0.00	0.00	0.00	4,508.64	4,508.64	4,508.64	0.00	0.00	4,508.64	100%	0.00	225.43
42.89	ALLW 93 RFI 231 2nd Floor Lobby Post	0.000	0.00	0.00	0.00	0.00	18,311.00	18,311.00	18,311.00	0.00	0.00	18,311.00	100%	0.00	915.55
42.90	ALLW 94 RFI 226 Truss-Stone tie in at South Ele	0.000	0.00	0.00	0.00	0.00	34,566.00	34,566.00	34,566.00	0.00	0.00	34,566.00	100%	0.00	1,728.30
42.91	ALLW 95 RFI 228 Additional AV Questions from	0.000	0.00	0.00	0.00	0.00	13,587.31	13,587.31	13,587.31	0.00	0.00	13,587.31	100%	0.00	679.37
42.92	ALLW 96 RFI 248 Visual Display Clarification	0.000	0.00	0.00	0.00	0.00	2,809.40	2,809.40	2,809.40	0.00	0.00	2,809.40	100%	0.00	140.47
42.93	ALLW 98 RFI 233 Drainage for back porch clarifi	0.000	0.00	0.00	0.00	0.00	5,912.00	5,912.00	5,912.00	0.00	0.00	5,912.00	100%	0.00	295.60
42.94	ALLW 99 RFI 240 Additional Knox box Location	0.000	0.00	0.00	0.00	0.00	904.20	904.20	904.20	0.00	0.00	904.20	100%	0.00	45.21
42.95	ALLW 100 RFI 237 Adding additional Ice Machine	0.000	0.00	0.00	0.00	0.00	11,230.30	11,230.30	11,230.30	0.00	0.00	11,230.30	100%	0.00	561.52
42.96	ALLW 101 Elevator Cab Operation for Fire Taping	0.000	0.00	0.00	0.00	0.00	2,308.00	2,308.00	2,308.00	0.00	0.00	2,308.00	100%	0.00	115.40
42.97	ALLW 103 RFI 243 5th Floor Mech. Chase Fall H	0.000	0.00	0.00	0.00	0.00	2,652.01	2,652.01	2,652.01	0.00	0.00	2,652.01	100%	0.00	132.60
42.98	ALLW 104 RFI 250 Chair Rail & Window Mullion	0.000	0.00	0.00	0.00	0.00	1,183.12	1,183.12	1,183.12	0.00	0.00	1,183.12	100%	0.00	59.16
42.99	ALLW 106 RFI 230 HVAC Condensate Drains	0.000	0.00	0.00	0.00	0.00	19,929.05	19,929.05	19,929.05	0.00	0.00	19,929.05	100%	0.00	996.45
42.100	ALLW 107 Elevator Reinspection	0.000	0.00	0.00	0.00	0.00	4,500.00	4,500.00	4,500.00	0.00	0.00	4,500.00	100%	0.00	225.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.101	ALLW 108 Elevator Reinspection # 2	0.000	0.00	0.00	0.00	0.00	3,000.00	3,000.00	3,000.00	0.00	0.00	3,000.00	100%	0.00	150.00
42.102	ALLW 109 RFI 235 Roof Doors 5001 A&B	0.000	0.00	0.00	0.00	0.00	11,751.88	11,751.88	11,751.88	0.00	0.00	11,751.88	100%	0.00	587.59
42.103	ALLW 110 RFI 94 Door Stain and Clarification	0.000	0.00	0.00	0.00	0.00	1,200.00	1,200.00	1,200.00	0.00	0.00	1,200.00	100%	0.00	60.00
42.104	ALLW 111 RFI 245 Water Intrusion Concerns at I	0.000	0.00	0.00	0.00	0.00	4,581.60	4,581.60	4,581.60	0.00	0.00	4,581.60	100%	0.00	229.08
42.105	ALLW 113 Deal Drawer Change	0.000	0.00	0.00	0.00	0.00	1,445.88	1,445.88	1,445.88	0.00	0.00	1,445.88	100%	0.00	72.29
42.106	CC 5 RFI 262 Temp Door	0.000	0.00	0.00	0.00	0.00	4,258.25	4,258.25	1,064.56	0.00	0.00	1,064.56	25%	3,193.69	53.23
42.107	CC 6 Boring for landscape Drawings	0.000	0.00	0.00	0.00	0.00	5,900.00	5,900.00	5,900.00	0.00	0.00	5,900.00	100%	0.00	295.00
42.108	ALLW 117 RFI 252 Bathroom Mirror Replacemer	0.000	0.00	0.00	0.00	0.00	16,866.00	16,866.00	0.00	16,866.00	0.00	16,866.00	100%	0.00	843.30
42.109	CC 7 RFI 261 SFI-11 and SFI-14 Overhang at De	0.000	0.00	0.00	0.00	0.00	400.00	400.00	0.00	400.00	0.00	400.00	100%	0.00	20.00
42.110	CC 8 Install wire harness in frames	0.000	0.00	0.00	0.00	0.00	1,558.25	1,558.25	0.00	1,558.25	0.00	1,558.25	100%	0.00	77.91
42.111	CC 9 RFI 267 Fiber Housing Location in AV Roor	0.000	0.00	0.00	0.00	0.00	644.00	644.00	0.00	644.00	0.00	644.00	100%	0.00	32.20
42.112		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.113		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.114		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.115		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.116		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.117		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining County Seal Allowance							**0.00**					**100%**		
42.101	ALLW 30 County Seal, Cast Bronze	0.000	0.00	0.00	0.00	0.00	35,988.00	35,988.00	35,988.00	0.00	0.00	35,988.00	100%	0.00	1,799.40
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	14,012.00	14,012.00	14,012.00	0.00	0.00	14,012.00	100%	0.00	700.60
42.110	**Remaining Asbestos Abatement Allowance**							**28,307.00**					**100%**		
42.111	ALLW 1 Abatement of roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	14,470.00	0.00	0.00	14,470.00	100%	0.00	723.50
42.112	ALLW 12 - Additional Air Monitoring	0.000	0.00	0.00	0.00	0.00	7,000.00	7,000.00	7,000.00	0.00	0.00	7,000.00	100%	0.00	350.00
42.113	ALLW 19 - Owner Notification Fee	0.000	0.00	0.00	0.00	0.00	3,307.00	3,307.00	3,307.00	0.00	0.00	3,307.00	100%	0.00	165.35
42.114	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	21,916.00	21,916.00	21,916.00	0.00	0.00	21,916.00	100%	0.00	1,095.80
	Remaining Existing Foundation Conflict							**0.00**					**100%**		
42.121	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
	Remaining Overhead Support for Cleaning							**0.00**					**100%**		
42.131	ALLW 58 RFI 183 Modification to Cupola Mainter	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	1,000.00
	Remaining Mock-up Allowance							**0.00**					**100%**		
42.141	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	25,000.00	0.00	25,000.00	100%	0.00	1,250.00
	Remaining Decorative Bollard Allowance							**-6,400.00**					**100%**		
42.151	ALLW 3 Contract Decorative Bollards	0.000	0.00	0.00	0.00	0.00	29,400.00	29,400.00	14,700.00	14,700.00	0.00	29,400.00	100%	0.00	1,470.00
	Remaining Permit Comment							**0.00**					**100%**		
42.161	ALLW 13 ASI 1 Changes per City (Civil)	0.000	0.00	0.00	0.00	0.00	40,947.00	40,947.00	40,947.00	0.00	0.00	40,947.00	100%	0.00	2,047.35
42.162	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	33,074.44	33,074.44	33,074.44	0.00	0.00	33,074.44	100%	0.00	1,653.72
42.163	ALLW 88 RFI 220 City Comments	0.000	0.00	0.00	0.00	0.00	1,763.92	1,763.92	1,763.92	0.00	0.00	1,763.92	100%	0.00	88.20
42.164	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	24,214.64	24,214.64	49,214.64	-25,000.00	0.00	24,214.64	100%	0.00	1,210.73
	Remaining Relocate Memorial Tree							**0.00**					**100%**		
42.171	Contract Reallocate, store, maintain, and replant	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	5,000.00	5,000.00	0.00	10,000.00	100%	0.00	500.00
	Remaining Water Meter / Backflow							**0.00**					**100%**		
42.181	ALLW 59 Water line Exploration	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	25,000.00	0.00	0.00	25,000.00	100%	0.00	1,250.00
	Remaining Paving repairs Allowance							**115,081.25**					**100%**		
42.191	ALLW 122 Paving Repairs	0.000	0.00	0.00	0.00	0.00	97,968.75	97,968.75	0.00	97,968.75	0.00	97,968.75	100%	0.00	4,898.44

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #37 November 2025 (R0)

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **37**
APPLICATION DATE: **11/1/2025**
PERIOD TO: **11/30/2025**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	D E S C R I P T I O N	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.192		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	Remaining DAS / ERRCS Allowance							**0.00**					**71%**		
42.201	ASI 9 RFI #139 ERRCS (DAS)	0.000	0.00	0.00	0.00	0.00	48,910.00	48,910.00	0.00	34,237.00	0.00	34,237.00	70%	14,673.00	1,711.85
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	1,090.00	1,090.00	1,090.00	0.00	0.00	1,090.00	100%	0.00	54.50
	Remaining DAS / Cellular System							**0.00**					**82%**		
42.201	ASI 9 RFI #139 Cellular (DAS)	0.000	0.00	0.00	0.00	0.00	108,321.00	108,321.00	10,832.10	64,992.60	0.00	75,824.70	70%	32,496.30	3,791.24
42.102	ALLW 92 Allowance Reconciliation	0.000	0.00	0.00	0.00	0.00	76,950.00	76,950.00	76,950.00	0.00	0.00	76,950.00	100%	0.00	3,847.50
43.0	**Change Orders to Exhibit I**												**0%**		
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	402,374.00	402,374.00	0.00	0.00	0.00	0.00	0%	402,374.00	0.00
	NEW COURTHOUSE TOTALS	**1,273,310.000**	**1,130,528.00**	**2,403,838.00**	**0.00**	**2,403,838.00**	**38,713,873.10**	**41,445,974.00**	**38,596,213.51**	**859,841.04**	**0.00**	**39,456,054.55**	**95%**	**1,989,919.45**	**1,428,318.57**
	Contract Total	**1,273,310.000**	**1,315,059.00**	**2,588,369.00**	**1,825,812.00**	**4,779,103.39**	**38,713,873.10**	**43,821,239.39**	**40,971,478.90**	**859,841.04**	**0.00**	**41,831,319.94**	**95%**	**1,989,919.45**	**1,428,318.57**

SEDALCO
CONSTRUCTION SERVICES

Waller County Design Build Overview

Date: 11/22/2025	Exhibit A	Exhibit B	Exhibit C	Exhibit D	Exhibit E	Exhibit E Change Order # 001	Exhibit E Change Order # 002	Exhibit F	Exhibit F Change Order # 001	Exhibit G	Exhibit E Change Order # 003	Exhibit E Change Order # 004	Exhibit H	Total
	5/12/2021	5/2/2022	2/6/2023	4/26/2023	5/17/2023	8/2/2023	9/18/2023	10/4/2023	7/11/2025	11/17/2023	3/6/2024	8/21/2024	12/11/2024	
Programming, Pre-Schematic, & Assessments														
Programming, Pre-Schematic, & Assessments Costs	$358,353.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$358,353.62
PROGRAMMING & ASSESSMENTS TOTAL	**$358,353.62**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$358,353.62**
Maintenance Node														
Maintenance Node Design Services	$0.00	$970,500.00	($114,476.00)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$856,024.00
Maintenance Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance Node Total	**$0.00**	**$970,500.00**	**($114,476.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$856,024.00**
BUSINESS NODE														
Courthouse Design Services	$0.00	$1,273,310.00	$1,130,528.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,403,838.00
Courthouse Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,639,762.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,639,762.00
Courthouse Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$402,374.00	$0.00	$0.00	$0.00	$0.00	$402,374.00
Courthouse Total	*$0.00*	*$1,273,310.00*	*$1,130,528.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$38,639,762.00*	*$402,374.00*	*$0.00*	*$0.00*	*$0.00*	*$0.00*	*$41,445,974.00*
Swing Space Design Services	$0.00	$0.00	$184,531.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184,531.00
Swing Space Construction Costs	$0.00	$0.00	$0.00	$0.00	$1,825,812.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,825,812.00
Swing Space Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85
Swing Space Change Order # 002	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.97
Swing Space Change Order # 003	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$12,878.13	$0.00	$0.00	$12,878.13
Swing Space Change Order # 004	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($4,360.56)	$0.00	($4,360.56)
Swing Space Total	*$0.00*	*$0.00*	*$184,531.00*	*$0.00*	*$1,825,812.00*	*$122,435.85*	*$233,968.97*	*$0.00*	*$0.00*	*$0.00*	*$12,878.13*	*($4,360.56)*	*$0.00*	*$2,375,265.39*
Business Node Totals	**$0.00**	**$1,273,310.00**	**$1,315,059.00**	**$0.00**	**$1,825,812.00**	**$122,435.85**	**$233,968.97**	**$38,639,762.00**	**$402,374.00**	**$0.00**	**$12,878.13**	**($4,360.56)**	**$0.00**	**$43,821,239.39**
Judicial Node														
Justice Tower Design Services	$0.00	$3,572,550.00	$2,015,777.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$5,588,327.00
Justin Tower Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Judicial Node Total	**$0.00**	**$3,572,550.00**	**$2,015,777.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$5,588,327.00**
Macerator, Hoist, & Valve														
Macerator, Hoist, & Valve Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Macerator, Hoist, & Valve Construction Costs	$0.00	$0.00	$0.00	$264,316.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00
Macerator, Hoist, & Valve Totals	**$0.00**	**$0.00**	**$0.00**	**$264,316.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$264,316.00**
506 Upgrades & Modular Building														
506 Upgrades & Modular Building Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,921.00	$0.00	$0.00	$0.00	$230,921.00
506 Upgrades & Modular Building Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,053,707.00	$4,053,707.00
506 Upgrades & Modular Building Totals	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$230,921.00**	**$0.00**	**$0.00**	**$4,053,707.00**	**$4,284,628.00**
Design Build Contract Total	**$358,353.62**	**$5,816,360.00**	**$3,216,360.00**	**$264,316.00**	**$1,825,812.00**	**$122,435.85**	**$233,968.97**	**$38,639,762.00**	**$402,374.00**	**$230,921.00**	**$12,878.13**	**($4,360.56)**	**$4,053,707.00**	**$55,172,888.01**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 13016

To Owner : Waller County
836 Austin Street, Suite 103

Hempstead TX 77445

From Contractor : SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth TX 76137

Contract For : New Construction

Project : 23543. Waller County 506
Upgrades & Modular Building

Via Architect : Brinkley Sargent Wiginton Arch

Application No. : 21
Period To : 11/30/2025
Project Nos : 22108.04

Contract Date : 11/7/2023

Distribution to :
- ☒ Owner
- ☒ Architect
- ☐ Contractor
- ☐
- ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		$230,921.00
2. **NET CHANGE BY CHANGE ORDERS**		$3,822,786.00
3. **CONTRACT SUM TO DATE**		$4,053,707.00
4. **TOTAL COMPLETED AND STORED TO DATE**		$3,791,732.93
5. **RETAINAGE:**		
a. 4.45% of Completed Work	$168,773.68	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$168,773.68
6. **TOTAL EARNED LESS RETAINAGE**		$3,622,959.25
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**		$3,484,071.75
8. **CURRENT PAYMENT DUE**		$138,887.50
9. **BALANCE TO FINISH, PLUS RETAINAGE**		$430,747.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$3,822,786.00	$0.00
Total approved this month	$0.00	0.00
TOTALS	$3,822,786.00	$0.00
NET CHANGE by Change Orders		**$3,822,786.00**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 11/25/2025

State of: Texas County of: Tarrant
Subscribed and sworn to before me this 25th day of November 2025

Notary Public: Stephanie Castro
My Commission expires: 12/26/27

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 26, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $138,887.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Brinkley Sargent Wiginton Arch

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
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APPLICATION NUMBER: **21**
APPLICATION DATE: **1-Nov-25**
PERIOD TO: **30-Nov-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Waller County 506 Upgrades & Modular Building Design										
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	398,072.00	0.00		398,072.00	100%	0.00	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	1,066.17	0.00		1,066.17	7%	8,933.83	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses										
2.1	General Conditions	0.00	742,947.00	742,947.00	735,517.53	3,500.00		739,017.53	99%	3,929.47	36950.88
2.2	Insurance	0.00	20,636.00	20,636.00	20,636.00	0.00		20,636.00	100%	0.00	1031.80
2.3	Subcontractor Bonds/SDI	0.00	37,013.00	37,013.00	37,013.00	0.00		37,013.00	100%	0.00	1850.65
2.3	Payment & Performance Bonds	0.00	59,054.00	59,054.00	59,054.00	0.00		59,054.00	100%	0.00	2952.70
2.4	Mobilization & Temporary Construction Facilities	0.00	40,000.00	40,000.00	40,000.00	0.00		40,000.00	100%	0.00	2000.00
2.5	Final Clean	0.00	9,421.00	9,421.00	0.00	9,421.00		9,421.00	100%	0.00	471.05
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	132,758.80	5,500.00		138,258.80	94%	8,571.20	6912.94
3	Civil & Site Improvements										
3.1	SWPPP	0.00	16,510.00	16,510.00	16,510.00	0.00		16,510.00	100%	0.00	825.50
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	30,170.00	1,750.00		31,920.00	100%	0.00	1596.00
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	109,990.00	0.00		109,990.00	100%	0.00	5499.50
3.4	Dirt Work - Joe Kuciemba	0.00	67,440.00	67,440.00	0.00	67,440.00		67,440.00	100%	0.00	3372.00
3.5	Dirt Work - Justice Center	0.00	120,600.00	120,600.00	120,600.00	0.00		120,600.00	100%	0.00	6030.00
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	81,978.00	0.00		81,978.00	100%	0.00	4098.90
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	221,440.00	0.00		221,440.00	100%	0.00	11072.00
3.8	Asphalt - Joe Kuciemba	0.00	78,664.00	78,664.00	0.00	0.00		0.00	0%	78,664.00	0.00
3.9	Asphalt - Justice Center	0.00	117,996.00	117,996.00	117,996.00	0.00		117,996.00	100%	0.00	5899.80
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	0.00		0.00	0%	8,610.00	0.00
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	5,230.00	0.00		5,230.00	100%	0.00	261.50
4	Permanent Fencing										
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	19,686.00	0.00		19,686.00	100%	0.00	984.30
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	45,934.00	0.00		45,934.00	100%	0.00	2296.70
5	Modular Building Accessories										
5.1	Milestone Payment #1 - 20% Due at Signing	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.2	Milestone Payment #2 - 20% Due at Start of Work	0.00	53,797.80	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	2689.89
5.3	Milestone Payment #3 - 10% at Start of Decks, Ramps, Steps & Fencing Work at (2) 24x60 Units	0.00	26,898.90	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	1344.95
5.4	Milestone Payment #4 - 15% at Substantial Completion of (2) 24x60 Units	0.00	40,348.35	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	2017.42
5.5	Milestone Payment #5 - 10% at Start of Decks, Ramps, Steps & Fencing Work at Triple & Quadruple Wide Units	0.00	26,898.90	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	1344.95
5.6	Milestone Payment #6 - 15% at Substantial Completion of Triple & Quadruple Wide Units	0.00	40,348.35	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	2017.42
5.7	Milestone Payment #7 - 10% at Substantial Completion of Project	0.00	26,898.90	26,898.90	0.00	26,898.90		26,898.90	100%	0.00	1344.95
6	Roofing										
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	20,898.00	0.00		20,898.00	100%	0.00	1044.90
7	Doors and Hardware										
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	3,750.00	0.00		3,750.00	100%	0.00	187.50

CONTINUATION SHEET

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PERIOD TO: **30-Nov-25**
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A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
8	Glass & Glazing										
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	44,800.00	0.00		44,800.00	100%	0.00	2240.00
8.2	Window Film	0.00	7,500.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	375.00
9	Finishes										
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	25,903.00	0.00		25,903.00	100%	100.00	1295.15
9.2	Acoustical Ceilings & Linear Metal Ceilngs	0.00	46,274.00	46,274.00	46,274.00	0.00		46,274.00	100%	0.00	2313.70
9.3	Painting	0.00	8,950.00	8,950.00	8,950.00	0.00		8,950.00	100%	0.00	447.50
9.4	Floor Protection	0.00	15,000.00	15,000.00	7,473.00	0.00		7,473.00	50%	7,527.00	373.65
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	16,444.00	16,444.00		32,888.00	100%	0.00	1644.40
10	Plumbing										
10.1	Plumbing - Joe Kuciemba	0.00	21,420.00	21,420.00	21,420.00	0.00		21,420.00	100%	0.00	1071.00
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	39,780.00	0.00		39,780.00	100%	0.00	1989.00
11	Mechanical (HVAC)										
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	5,000.00	0.00		5,000.00	100%	0.00	250.00
11.2	Equipment - Material	0.00	111,700.00	111,700.00	111,700.00	0.00		111,700.00	100%	0.00	5585.00
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	54,600.00	0.00		54,600.00	100%	0.00	2730.00
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	81,150.00	0.00		81,150.00	100%	0.00	4057.50
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	27,050.00	0.00		27,050.00	100%	0.00	1352.50
11.6	Test and Balance	0.00	4,034.00	4,034.00	4,034.00	0.00		4,034.00	100%	0.00	201.70
12	Electrical										
12.1	Electrical - Joe Kuciemba	0.00	76,566.00	76,566.00	76,566.00	0.00		76,566.00	100%	0.00	3828.30
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	214,386.00	0.00		214,386.00	100%	0.00	10719.30
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	15,313.00	0.00		15,313.00	100%	0.00	765.65
13	Access Control										
13.1	Access Control - Joe Kuciemba	0.00	17,435.00	17,435.00	17,435.00	0.00		17,435.00	100%	0.00	871.75
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	40,683.00	0.00		40,683.00	100%	0.00	2034.15
14	**Allowances & Contigencies**										
14.1.O	**Owner's Contingency - Original**	**0.00**	**[129,969.00]**	**[129,969.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.1.1	Allowance #6 - Overrun of Budget for Data @ Modulars	0.00	34,148.00	34,148.00	34,148.00	0.00		34,148.00	100%	0.00	1707.40
14.1.2	Allowance #8 - Justice Center - Dirtwork for BOXX Mobility	0.00	27,930.00	27,930.00	27,930.00	0.00		27,930.00	100%	0.00	1396.50
14.1.3	Allowance #9 - UES Invoices (February & March)	0.00	5,922.50	5,922.50	5,922.50	0.00		5,922.50	100%	0.00	296.13
14.1.4	Allowance #10 - BOXX Remobilization	0.00	2,786.56	2,786.56	2,786.56	0.00		2,786.56	100%	0.00	139.33
14.1.5	Allowance #7 - Add for Fiber Lines for Justice Center Sliding Gates	0.00	10,954.56	10,954.56	10,954.56	0.00		10,954.56	100%	0.00	547.73
14.1.6	Allowance #14 - Added Card Reader at Joe Kuciemba	0.00	1,487.63	1,487.63	1,487.63	0.00		1,487.63	100%	0.00	74.38
14.1.7	Allowance #16 - Pick Plates for Doors @ Modulars	0.00	1,010.44	1,010.44	1,010.44	0.00		1,010.44	100%	0.00	50.52
14.1.8	Allowance #17 - UES Invoices (June & July)	0.00	5,872.00	5,872.00	5,872.00	0.00		5,872.00	100%	0.00	293.60
14.1.9	Allowance #20 - RFI #41 - Justice Center - West Side Fencing	0.00	5,850.00	5,850.00	5,850.00	0.00		5,850.00	100%	0.00	292.50
14.1.10	Allowance #19 - Lattice Work @ Decks and Ramps	0.00	14,355.34	14,355.34	14,355.34	0.00		14,355.34	100%	0.00	717.77

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14.1.11	Allowance #24 - Credit for Lattice Material	0.00	(1,381.64)	(1,381.64)	(1,381.64)	0.00		(1,381.64)	100%	0.00	-69.08
14.1.R	**Owner's Contingency - Remaining**	**0.00**	**21,033.61**	**21,033.61**	**0.00**	**0.00**		**0.00**	**100%**	**21,033.61**	**0.00**
14.2.O	**Design-Builder Contingency - Original**	**0.00**	**[97,477.00]**	**[97,477.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.2.1	CC #2 - ASI #1 - Sidewalk Demo & Pour Back @ Justice Center	0.00	9,730.00	9,730.00	9,730.00	0.00		9,730.00	100%	0.00	486.50
14.2.2	CC #1 - RFI #20 - Existing Gas Line Relocations	0.00	39,135.00	39,135.00	39,135.00	0.00		39,135.00	100%	0.00	1956.75
14.2.3	CC #4 - Dailey Co. Changes	0.00	7,928.00	7,928.00	7,928.00	0.00		7,928.00	100%	0.00	396.40
14.2.4	CC #3 - Door Hardware Match (RFI #24)	0.00	2,764.00	2,764.00	2,764.00	0.00		2,764.00	100%	0.00	138.20
14.2.5	CC #6 - Curtainwall Threshold	0.00	368.00	368.00	368.00	0.00		368.00	100%	0.00	18.40
14.2.6	CC #10 - Plumbing Under 4X	0.00	2,235.00	2,235.00	2,235.00	0.00		2,235.00	100%	0.00	111.75
14.2.7	CC #5 - HVAC Controls	0.00	9,138.47	9,138.47	0.00	9,138.47		9,138.47	100%	0.00	456.92
14.2.8	CC #9 - RFI #26 - Curb & Gutter	0.00	5,756.60	5,756.60	5,756.60	0.00		5,756.60	100%	0.00	287.83
14.2.9	CC #13 - RFI #42 - Duct Work for DOAS	0.00	9,171.00	9,171.00	9,171.00	0.00		9,171.00	100%	0.00	458.55
14.2.10	CC #14 - RFI #44 - Wheel Stops & ADA Signs	0.00	1,002.00	1,002.00	1,002.00	0.00		1,002.00	100%	0.00	50.10
14.2.11	CC #15 - Joint Sealants @ JC Paving	0.00	4,600.00	4,600.00	0.00	4,600.00		4,600.00	100%	0.00	230.00
14.2.11	CC #12 - RFI #37 - HVAC Duct Transition @ DA Workroom	0.00	(1,592.00)	(1,592.00)	0.00	(1,592.00)		(1,592.00)	100%	0.00	-79.60
14.2.R	**Design-Builder Contingency - Remaining**	**0.00**	**7,240.93**	**7,240.93**	**0.00**	**0.00**		**0.00**	**0%**	**7,240.93**	**0.00**
14.3.O	**Fire Alarm System - Kuciemba Mods. - Original**	**0.00**	**[15,000.00]**	**[15,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.3.1	Allowance #1 - Fire Alarm Buyout	0.00	8,550.00	8,550.00	8,550.00	0.00		8,550.00	100%	0.00	427.50
14.3.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**6,450.00**	**6,450.00**	**0.00**	**0.00**		**0.00**	**0%**	**6,450.00**	**0.00**
14.4.O	**Fire Alarm System - Justice Center Mods. - Origina**	**0.00**	**[20,000.00]**	**[20,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.4.1	Allowance #2 - Fire Alarm Buyout	0.00	16,000.00	16,000.00	16,000.00	0.00		16,000.00	100%	0.00	800.00
14.4.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**4,000.00**	**4,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**4,000.00**	**0.00**
14.5.O	**Misc. Signage - Original**	**0.00**	**[5,000.00]**	**[5,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.5.1	Allowance #12 - ADA Signage for Restrooms	0.00	180.68	180.68	180.68	0.00		180.68	100%	0.00	9.03
14.5.2	Allowance #21 - Signage for Modular Buildings	0.00	3,097.00	3,097.00	0.00	3,097.00		3,097.00	100%	0.00	154.85
14.5.R	**Misc. Signage - Remaining**	**0.00**	**1,722.32**	**1,722.32**	**0.00**	**0.00**		**0.00**	**0%**	**1,722.32**	**0.00**
14.6.O	**Data at Modulars - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.6.1	Allowance #6 - Revised Data Quote from Telomack	0.00	25,000.00	25,000.00	25,000.00	0.00		25,000.00	100%	0.00	1250.00
14.6.R	**Data at Modulars - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.O	**Concrete Foundation Design Change - Original**	**0.00**	**[30,000.00]**	**[30,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.1	Allowance #15 - Pilot Channels for Sliding Gates & JC Ramp Connections	0.00	8,420.00	8,420.00	8,420.00	0.00		8,420.00	100%	0.00	421.00
14.7.2	Allowance #22 - RFI #45 Wheel Stops @ Justice Center	0.00	3,000.00	3,000.00	3,000.00	0.00		3,000.00	100%	0.00	150.00
14.7.R	**Concrete Foundation Design Change - Remaining**	**0.00**	**18,580.00**	**18,580.00**	**0.00**	**0.00**		**0.00**	**0%**	**18,580.00**	**0.00**
14.8.O	**Landscaping - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.8.1	Allowance #15 - Landscaping @ Justice Center	0.00	11,135.04	11,135.04	11,135.04	0.00		11,135.04	100%	0.00	556.75
14.8.2	Allowance #25 - Additional Landscape Hoses and Heads	0.00	1,920.95	1,920.95	1,920.95	0.00		1,920.95	100%	0.00	96.05
14.8.R	**Landscaping - Remaining**	**0.00**	**11,944.01**	**11,944.01**	**0.00**	**0.00**		**0.00**	**0%**	**11,944.01**	**0.00**
14.9.O	**Test and Balance - Original**	**0.00**	**[10,000.00]**	**[10,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.9.R	**Test and Balance -Remaining**	**0.00**	**10,000.00**	**10,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**10,000.00**	**0.00**
14.10.O	**Unkwn. City Permit Comments - Original**	**0.00**	**[100,000.00]**	**[100,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **21**
APPLICATION DATE: **1-Nov-25**
PERIOD TO: **30-Nov-25**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C			D	E	F	G		H	I
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
14.10.1	Allowance #3 - Buyout - Concrete Foundations for Joe Kuciemba Modulars & Added Sidewalks	0.00	46,890.00	46,890.00	46,890.00	0.00		46,890.00	100%	0.00	2344.50
14.10.2	Allowance #5 - Credit to Allowance, Revised Concrete Design	0.00	(27,911.00)	(27,911.00)	(27,911.00)	0.00		(27,911.00)	100%	0.00	-1395.55
14.10.3	Allowance #4 - Added Panic Hardware @ Egress Gates	0.00	3,296.30	3,296.30	3,296.30	0.00		3,296.30	100%	0.00	164.82
10.10.4	Allowance #13 - Added Egress Gates and 506 Fire Sprinkler Mods	0.00	18,057.00	18,057.00	18,057.00	0.00		18,057.00	100%	0.00	902.85
14.10.R	**Unkwn. City Permit Comments - Remaining**	**0.00**	**59,667.70**	**59,667.70**	**0.00**	**0.00**		**0.00**	**0%**	**59,667.70**	**0.00**
	Contract Total - Per Exhibit H Change	**230,921.00**	**3,822,786.00**	**4,053,707.00**	**3,645,535.56**	**146,197.37**	**0.00**	**3,791,732.93**	**94%**	**261,974.07**	**168773.69**

Modular Building Design - Not Subject to Retainage	$0.00
Modular Building Design General Conditions - Not Subject to Retainage	$0.00
Modular Building Construction - Subject to Retainage	$146,197.37
Retainage Withheld	$7,309.87
Amount Certified (Payment Due)	**$138,887.50**

Allowance & Contigney Recap			
	Starting Balance	Approved Changes	Remaining Balance
Owner's Contingency	129,969.00	(108,935.39)	21,033.61
Contractor/Designer Contingency	97,477.00	(90,236.07)	7,240.93
Contract Allowances	230,000.00	(117,635.97)	112,364.03
Totals	**457,446.00**	**(316,807.43)**	**140,638.57**

Item 83.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **Waller County**
836 Austin St., Suite 124
Hempstead Tx. 77445

PROJECT: **Vehicle Maintenance Garage**
200 Sheriff R Glen Smith Rd.
Hempstead Tx. 77445

FROM CONTRACTOR: **Gullo Commercial**
22787 Nichols Sawmill Rd
Hockley, TX 77447

VIA ARCHITECT: **LDD Blueline**
333 Cypress Run, Suite 350
Houston Tx. 77094

APPLICATION NO: 1
APPLICATION DATE: 10/28/25
PERIOD FROM: 9/22/25
PERIOD TO: 10/25/25

PROJECT NO: 25-184
CONTRACT NO: 25-002
CONTRACT DATE: 9/3/25

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR
	BANK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,552,809.00
2. Net change by PPMs		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,552,809.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 152,423.31
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 15,242.33	
b. ____ % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 15,242.33
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 137,180.98
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$
8. CURRENT PAYMENT DUE		$ **137,180.98**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,415,628.02

PROJECT PROPSAL MODIFICATION SUMMARY	ADDITIONS	DEDUCTIONS
Total PPMS approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by PPMs	$0.00	

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Renee Hollek

RENEE' HOLLEK
Notary Public, State of Texas
Comm. Expires 04-07-2028
Notary ID 132429353

CONTRACTOR: Gullo Commercial

By: C. Firby Date: Tuesday, October 28, 2025

STATE OF TEXAS
COUNTY OF MONTGOMERY
10-28-25

Date Rec'd:	Entered:
Project #:	Category:
Div #:	Date:
PM Appv'd:	A/P Paid:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ **137,180.98**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

by: date: 11.10.25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED DANNY ROTHE WC/DF/CM 11/14/2025 D.R.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 10/28/25
PERIOD FROM: 9/22/25 PERIOD TO: 10/25/25
ARCHITECT'S PROJECT NO: 06-25-003

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	Div 1 - General Conditions	$218,080.00	$0.00	$16,780.00	$0.00	$16,780.00	7.69%	$201,300.00	$1,678.00
2	Div 2 - Existing Conditions-Materials	$328.00	$0.00	$0.00	$0.00	$0.00	0.00%	$328.00	$0.00
3	Div 2 - Existing Conditions-Labor	$4,582.00	$0.00	$3,000.00	$0.00	$3,000.00	65.47%	$1,582.00	$300.00
4	Div 3 - Concrete-Materials	$52,208.00	$0.00	$0.00	$0.00	$0.00	0.00%	$52,208.00	$0.00
5	Div 3 - Concrete-Labor	$22,800.00	$0.00	$0.00	$0.00	$0.00	0.00%	$22,800.00	$0.00
6	Div 4 - Masonry	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
7	Div 5 - Metal-Materials	$211,776.00	$0.00	$0.00	$0.00	$0.00	0.00%	$211,776.00	$0.00
8	Div 5 - Metal-Labor	$42,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$42,500.00	$0.00
9	Div 6 - Wood	$5,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,000.00	$0.00
10	Div 7-Thermal & Moist. Protect.-Materials	$26,746.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,746.00	$0.00
11	Div 7 - Thermal & Moist. Protect.-Labor	$18,250.00	$0.00	$0.00	$0.00	$0.00	0.00%	$18,250.00	$0.00
12	Div 8 - Openings-Materials	$93,730.00	$0.00	$0.00	$0.00	$0.00	0.00%	$93,730.00	$0.00
13	Div 8 - Openings-Labor	$19,312.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,312.00	$0.00
14	Div 9 - Finishes-Materials	$73,523.48	$0.00	$0.00	$0.00	$0.00	0.00%	$73,523.48	$0.00
15	Div 9 - Finishes-Labor	$90,821.52	$0.00	$0.00	$0.00	$0.00	0.00%	$90,821.52	$0.00
16	Div 10 - Specialties-Materials	$11,923.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,923.00	$0.00
17	Div 10 - Specialties-Labor	$4,767.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,767.00	$0.00
18	Div 11 - Equipment-Materials	$26,390.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,390.00	$0.00
19	Div 11 - Equipment-Labor	$3,085.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,085.00	$0.00
20	Div 12 - Furnishings-Materials	$1,400.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,400.00	$0.00
21	Div 12 - Furnishings-Labor	$250.00	$0.00	$0.00	$0.00	$0.00	0.00%	$250.00	$0.00
22	Div 13 - Special Construction	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
23	Div 14 - Conveying Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
24	Div 21 - Fire Suppression	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
25	Div 22 - Plumbing-Materials	$75,240.00	$0.00	$0.00	$0.00	$0.00	0.00%	$75,240.00	$0.00
26	Div 22 - Plumbing-Labor	$56,760.00	$0.00	$0.00	$0.00	$0.00	0.00%	$56,760.00	$0.00
27	Div 23 - HVAC-Materials	$72,525.00	$0.00	$0.00	$0.00	$0.00	0.00%	$72,525.00	$0.00
28	Div 23 - HVAC-Labor	$24,175.00	$0.00	$0.00	$0.00	$0.00	0.00%	$24,175.00	$0.00
29	Div 25 - Intergrated Automation	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
30	Div 26 - Electrical-Materials	$83,233.00	$0.00	$0.00	$0.00	$0.00	0.00%	$83,233.00	$0.00
31	Div 26 - Electrical-Labor	$47,157.00	$0.00	$0.00	$0.00	$0.00	0.00%	$47,157.00	$0.00
32	Div 27 - Communications	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
33	Div 28 - Elect. Safety/Security-Materials	$7,077.00	$0.00	$0.00	$0.00	$0.00	0.00%	$7,077.00	$0.00
34	Div 28 - Elect. Safety/Security-Labor	$3,423.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,423.00	$0.00
35	Div 31 - Earthwork-Materials	$6,000.00	$0.00	$6,000.00	$0.00	$6,000.00	100.00%	$0.00	$600.00
36	Div 31 - Earthwork-Equipment/Labor	$59,500.00	$0.00	$50,900.00	$0.00	$50,900.00	85.55%	$8,600.00	$5,090.00
37	Div 32 - Ext. Improvements-Materials	$45,932.00	$0.00	$0.00	$0.00	$0.00	0.00%	$45,932.00	$0.00
38	Div 32 - Ext. Improvements-Labor	$21,868.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,868.00	$0.00
39	Div 33 - Utilites-Materials	$8,000.00	$0.00	$3,000.00	$0.00	$3,000.00	37.50%	$5,000.00	$300.00
40	Div 33 - Utilites-Labor	$11,500.00	$0.00	$11,500.00	$0.00	$11,500.00	100.00%	$0.00	$1,150.00
41	Insurance	$22,447.00	$0.00	$22,447.00	$0.00	$22,447.00	100.00%	$0.00	$2,244.70
42	Bonds	$20,500.00	$0.00	$20,500.00	$0.00	$20,500.00	100.00%	$0.00	$2,050.00
43	PPM 1-Time Extension-22 Days	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
44	PPM 2	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
45	PPM 3	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
46	Signage Allowance	$5,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,000.00	$0.00
47	TAS Allowance	$5,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,000.00	$0.00
48	Owner Contingency	$50,000.00	$0.00	$18,296.31	$0.00	$18,296.31	36.59%	$31,703.69	$1,829.63
49	CM 01-Relocate Ex. Conduits -$18,296.31	Draw 100%							
50	CM 02-Misc. Charges & Credits +$566.12								
51									
	Totals	$1,552,809.00	$0.00	$152,423.31	$0.00	$152,423.31	9.82%	$1,400,385.69	$15,242.33

GULLO COMMERCIAL
CONSTRUCTION

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Waller County Vehicle Maintenance Garage

Job No.: 25-184

"On receipt by the signer of this document of a check from **Waller County** in the sum of **$137,180.98** payable to **Gullo Commercial Construction LLC** and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of:

Waller County Vehicle Maintenance Garage located at:

200 Sheriff R. Glenn Smith Drive

Hempstead, TX 77445

to the following extent: **General Contractor.**

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Gullo Commercial Construction LLC as indicated in the attached statement(s) or progress

payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s)."

Date: 10-28-2025

Gullo Commercial Construction LLC

By C. Firby

Project Manager

This instrument was executed and acknowledged before me on this 28th day of October, 2025 by **Clay Firby**, known to me as the person whose name is subscribed above, as **Project Manager** of **Gullo Commercial Construction LLC** on behalf of and as the authorized act of said entity.

Renee Hollek

Notary Public in and for the State of Texas

My Commission Expires: 4-7-2028

RENEE' HOLLEK
Notary Public, State of Texas
Comm. Expires 04-07-2028
Notary ID 132429353

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: **Waller County**
836 Austin St., Suite 124
Hempstead Tx. 77445

PROJECT: **Vehicle Maintenance Garage**
200 Sheriff R Glen Smith Rd.
Hempstead Tx. 77445

FROM CONTRACTOR: **Gullo Commercial**
22787 Nichols Sawmill Rd
Hockley, TX 77447

VIA ARCHITECT: **LDD Blueline**
333 Cypress Run, Suite 350
Houston Tx. 77094

APPLICATION NO:	2
APPLICATION DATE:	11/24/25
PERIOD FROM:	10/26/25
PERIOD TO:	11/25/25
PROJECT NO:	25-184
CONTRACT NO:	25-002
CONTRACT DATE:	9/3/25

Distribution to:

X	OWNER
X	ARCHITECT
X	CONTRACTOR
	BANK

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,552,809.00
2. Net change by PPMs		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,552,809.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 249,019.63
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 24,901.96	
b. ____% of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 24,901.96
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 224,117.67
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 137,180.98
8. CURRENT PAYMENT DUE		$ **86,936.69**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 1,328,691.33

PROJECT PROPSAL MODIFICATION SUMMARY	ADDITIONS	DEDUCTIONS
Total PPMS approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES by PPMs	$0.00	

The undersigned contractor certifies that to the best of the contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Renee' Hollek

RENEE' HOLLEK
Notary Public, State of Texas
Comm. Expires 04-07-2028
Notary ID 132429353

CONTRACTOR: Gullo Commercial

By: C. Firby Date: Monday, November 24, 2025

State of Texas
County of Montgomery
11-21-25

Date Rec'd:	Entered:
Project #:	Category:
Div #:	Date:
PM Appv'd:	A/P Paid:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

APPROVED
DANNY ROTHE
WC/DF/CM
12/3/2025

AMOUNT CERTIFIED . . . . . $ **86,936.69**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

by: date: 11.24.25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 11/24/25
PERIOD FROM: 10/26/25 PERIOD TO: 11/25/25
ARCHITECT'S PROJECT NO: 06-25-003

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	**Div 1 - General Conditions**	$218,080.00	$16,780.00	$33,550.00	$0.00	$50,330.00	23.08%	$167,750.00	$5,033.00
2	**Div 2 - Existing Conditions-Materials**	$328.00	$0.00	$0.00	$0.00	$0.00	0.00%	$328.00	$0.00
3	**Div 2 - Existing Conditions-Labor**	$4,582.00	$3,000.00	$0.00	$0.00	$3,000.00	65.47%	$1,582.00	$300.00
4	**Div 3 - Concrete-Materials**	$52,208.00	$0.00	$24,136.00	$0.00	$24,136.00	46.23%	$28,072.00	$2,413.60
5	**Div 3 - Concrete-Labor**	$22,800.00	$0.00	$7,000.00	$0.00	$7,000.00	30.70%	$15,800.00	$700.00
6	**Div 4 - Masonry**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
7	**Div 5 - Metal-Materials**	$211,776.00	$0.00	$0.00	$0.00	$0.00	0.00%	$211,776.00	$0.00
8	**Div 5 - Metal-Labor**	$42,500.00	$0.00	$0.00	$0.00	$0.00	0.00%	$42,500.00	$0.00
9	**Div 6 - Wood**	$5,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,000.00	$0.00
10	**Div 7-Thermal & Moist. Protect.-Materials**	$26,746.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,746.00	$0.00
11	**Div 7 - Thermal & Moist. Protect.-Labor**	$18,250.00	$0.00	$0.00	$0.00	$0.00	0.00%	$18,250.00	$0.00
12	**Div 8 - Openings-Materials**	$93,730.00	$0.00	$0.00	$0.00	$0.00	0.00%	$93,730.00	$0.00
13	**Div 8 - Openings-Labor**	$19,312.00	$0.00	$0.00	$0.00	$0.00	0.00%	$19,312.00	$0.00
14	**Div 9 - Finishes-Materials**	$73,523.48	$0.00	$0.00	$0.00	$0.00	0.00%	$73,523.48	$0.00
15	**Div 9 - Finishes-Labor**	$90,821.52	$0.00	$0.00	$0.00	$0.00	0.00%	$90,821.52	$0.00
16	**Div 10 - Specialties-Materials**	$11,923.00	$0.00	$0.00	$0.00	$0.00	0.00%	$11,923.00	$0.00
17	**Div 10 - Specialties-Labor**	$4,767.00	$0.00	$0.00	$0.00	$0.00	0.00%	$4,767.00	$0.00
18	**Div 11 - Equipment-Materials**	$26,390.00	$0.00	$0.00	$0.00	$0.00	0.00%	$26,390.00	$0.00
19	**Div 11 - Equipment-Labor**	$3,085.00	$0.00	$0.00	$0.00	$0.00	0.00%	$3,085.00	$0.00
20	**Div 12 - Furnishings-Materials**	$1,400.00	$0.00	$0.00	$0.00	$0.00	0.00%	$1,400.00	$0.00
21	**Div 12 - Furnishings-Labor**	$250.00	$0.00	$0.00	$0.00	$0.00	0.00%	$250.00	$0.00
22	**Div 13 - Special Construction**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
23	**Div 14 - Conveying Equipment**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
24	**Div 21 - Fire Suppression**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
25	**Div 22 - Plumbing-Materials**	$75,240.00	$0.00	$14,541.66	$0.00	$14,541.66	19.33%	$60,698.34	$1,454.17
26	**Div 22 - Plumbing-Labor**	$56,760.00	$0.00	$14,541.66	$0.00	$14,541.66	25.62%	$42,218.34	$1,454.17
27	**Div 23 - HVAC-Materials**	$72,525.00	$0.00	$0.00	$0.00	$0.00	0.00%	$72,525.00	$0.00
28	**Div 23 - HVAC-Labor**	$24,175.00	$0.00	$0.00	$0.00	$0.00	0.00%	$24,175.00	$0.00
29	**Div 25 - Intergrated Automation**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
30	**Div 26 - Electrical-Materials**	$83,233.00	$0.00	$0.00	$0.00	$0.00	0.00%	$83,233.00	$0.00
31	**Div 26 - Electrical-Labor**	$47,157.00	$0.00	$0.00	$0.00	$0.00	0.00%	$47,157.00	$0.00
32	**Div 27 - Communications**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
33	**Div 28 - Elect. Safety/Security-Materials**	$7,077.00	$0.00	$1,146.00	$0.00	$1,146.00	16.19%	$5,931.00	$114.60
34	**Div 28 - Elect. Safety/Security-Labor**	$3,423.00	$0.00	$1,681.00	$0.00	$1,681.00	49.11%	$1,742.00	$168.10
35	**Div 31 - Earthwork-Materials**	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100.00%	$0.00	$600.00
36	**Div 31 - Earthwork-Equipment/Labor**	$59,500.00	$50,900.00	$0.00	$0.00	$50,900.00	85.55%	$8,600.00	$5,090.00
37	**Div 32 - Ext. Improvements-Materials**	$45,932.00	$0.00	$0.00	$0.00	$0.00	0.00%	$45,932.00	$0.00
38	**Div 32 - Ext. Improvements-Labor**	$21,868.00	$0.00	$0.00	$0.00	$0.00	0.00%	$21,868.00	$0.00
39	**Div 33 - Utilities-Materials**	$8,000.00	$3,000.00	$0.00	$0.00	$3,000.00	37.50%	$5,000.00	$300.00
40	**Div 33 - Utilities-Labor**	$11,500.00	$11,500.00	$0.00	$0.00	$11,500.00	100.00%	$0.00	$1,150.00
41	**Insurance**	$22,447.00	$22,447.00	$0.00	$0.00	$22,447.00	100.00%	$0.00	$2,244.70
42	**Bonds**	$20,500.00	$20,500.00	$0.00	$0.00	$20,500.00	100.00%	$0.00	$2,050.00
43	**PPM 1-Time Extension-22 Days**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
44	**PPM 2**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
45	**PPM 3**	$0.00	$0.00	$0.00	$0.00	$0.00	#DIV/0!	$0.00	$0.00
46	**Signage Allowance**	$5,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,000.00	$0.00
47	**TAS Allowance**	$5,000.00	$0.00	$0.00	$0.00	$0.00	0.00%	$5,000.00	$0.00
48	**Owner Contingency**	$50,000.00	$18,296.31	$0.00	$0.00	$18,296.31	36.59%	$31,703.69	$1,829.63
49	**CM 01-Relocate Ex. Conduits -$18,296.31**	Previously Drawn							
50	**CM 02-Misc. Charges & Credits +$566.12**								
51									
	Totals	$1,552,809.00	$152,423.31	$96,596.32	$0.00	$249,019.63	16.04%	$1,303,789.37	$24,901.96

Item 84.

HOUSTON–GALVESTON AREA COUNCIL
SERVING TODAY ▪ PLANNING FOR TOMORROW

MEMORANDUM

TO: TPC Appointing Official

SUBJECT: Appointments to the 2026 Transportation Policy Council (TPC)
Appointments to the 2026 Technical Advisory Committee (TAC)

DATE: November 21, 2025

The Transportation Policy Council (TPC) requests your appointment of a representative and a designated alternate member to serve on the TPC for 2026. Representing local governments in Brazoria, Chambers, Fort Bend, Galveston, Harris, Liberty, Montgomery, and Waller Counties, the TPC serves as our region's federally required Metropolitan Planning Organization (MPO) and is responsible for providing a continuous, comprehensive and cooperative transportation planning process. The MPO develops the region's long-range transportation plan; all transportation projects receiving funding through the Federal Highway and the Federal Transit Administrations must be part of this plan and subsequently programmed by the TPC within its four-year Transportation Improvement Program (TIP). The TPC also approves the transportation planning priorities executed by H-GAC staff. Because of the many critical transportation policy decisions facing our region, appointment of elected officials as TPC primary voting members is strongly encouraged.

In addition to TPC voting members and alternates, you are also invited to appoint a representative and designated alternate to the Technical Advisory Committee (TAC). The TAC provides important recommendations to the Transportation Policy Council in the development of transportation planning studies, the Regional Transportation Plan, and TIP. Staff professionals with expertise in transportation planning, engineering or related fields are recommended for this Committee. Going forward, the TAC-appointed positions will be for an indefinite term.

Attached you will find Appointment Forms for the primary voting member and the designated alternate member for both the TPC and the TAC. Even if your City Council/Commissioners Court passes a Resolution naming the appointees, we would appreciate your completion of the attached forms, as these serve as our official record.

We encourage you to consider a balanced representation that reflects the region's diversity in terms of geography, race, ethnicity, and gender.

Your cooperation in making these appointments is appreciated. If you have any questions, please contact to Allie Isbell, MPO Assistant Director, at (713) 993-2411 or by email to allie.isbell@h-gac.com or Jamila Owens, MPO Assistant Director, at (832) 681-2522 or by email to jamila.owens@h-gac.com.

Please return your appointments by December 26, 2025 to Lucinda Martinez at lucinda.martinez@h-gac.com.

Annual Appointment
Transportation Policy Council
January 2026-December 2026

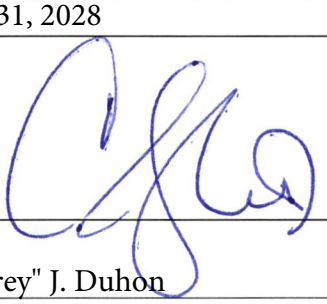
Primary Voting Member:

Name: Justin Beckendorff
Title: Commissioner, Precinct 4
Organization: Waller County
Mailing Address: 32225 US Hwy. 90 Bus, Suite 115 Brookshire, Texas 77423
Phone: (281)382-2644
Email Address: j.beckendorff@wallercounty.us
Term Expires: December 31, 2026

Alternate Voting Member:

Name: Kendric Jones
Title: Commissioner, Precinct 3
Organization: Waller County
Mailing Address: 836 Austin Street, Suite 4300 Hempstead, Texas 77445
Phone: (979)221-3086
Email Address: k.jones@wallercounty.us
Term Expires: December 31, 2028

Appointing Official: Signature:



Printed Name: Carbett "Trey" J. Duhon

Title: County Judge

Signature Date: December 10, 2025

Please return completed form by Friday, December 26, 2025

RETURN TO: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516

HOUSTON–GALVESTON AREA COUNCIL
SERVING TODAY ▪ PLANNING FOR TOMORROW

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Please return your appointments by December 26, 2025 to Lucinda Martinez at lucinda.martinez@h-gac.com.

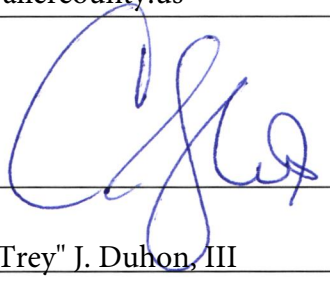
Appointment
Technical Advisory Committee

Primary Voting Member:

Name: Ross McCall
Job Title: County Engineer
Organization: Waller County
Mailing Address: 775 Business 290 East Hempstead, Texas 77445
Phone: (979)826-7670
Email Address: r.mccall@wallercounty.us

Alternate Voting Member:

Name: Luke Fortkamp
Job Title: Assistant County Engineer
Organization: Waller County
Mailing Address: 775 Business 290 East Hempstead, Texas 77445
Phone: (979)826-7670
Email Address: l.fortkamp@wallercounty.us

Appointing Official Signature : 

Printed Name: Carbett "Trey" J. Duhon, III

Title: County Judge

Signature Date: December 10, 2025

Please return completed form no later than Friday, December 26, 2025

Return To: Lucinda Martinez
Lucinda.martinez@h-gac.com
713-993-4516

DECEMBER FIREWORKS PERIOD

(DECEMBER 20-MIDNIGHT, JANUARY 1)

DEADLINE TO ADOPT ORDER: DECEMBER 14, 2025

Local Government Code, §352.051 authorizes the commissioners court to adopt an order regulating certain fireworks in the unincorporated areas of the county under drought conditions. **The statute provides that the order must be adopted before December 15 of each year for the December fireworks period.**

If your county is designated a drought area, and your court wishes to adopt such an order, action must be taken before the deadline. To determine whether your county is designated a drought area, please visit the Texas Interagency Coordination Center website at ticc.tamu.edu or call the Texas A&M Forest Service at (979) 458-7331. The Texas A&M Forest Service has developed drought weblinks to assist your county in monitoring drought conditions more closely.

If the court decides to adopt an order, the order may prohibit or restrict the sale or use of "restricted fireworks", which are defined as "skyrockets with sticks" as classified in 49 Code of Federal Regulations, § 173.100(r)(2) in effect on October 1, 1986 and as "missiles with fins." A violation of the order is a Class C misdemeanor. Also, a citizen can file suit for an injunction to prevent a violation or threatened violation of the order. An order issued by your court based on a Texas A&M Forest Service determination will expire when the Texas A&M Forest Service finds that your county is no longer in a drought condition.

In addition, during the December fireworks season, the commissioners court may make a determination under Local Government Code §352.051(c) that conditions on rural acreage not under cultivation for at least 12 months are extremely hazardous for the danger of fire because of high grass or dry vegetation and adopt an order to prohibit or restrict the sale or use of restricted fireworks in specified areas of the county. An order issued by the commissioners court based on its determination of extreme hazard for the danger of fire will expire on the date established in the order.

Under Local Government Code § 352.051(f), the county may also designate one or more "safe" areas where the use of restricted fireworks is not prohibited. In determining if an area may be considered "safe" the court should take into account whether adequate public safety and fire protection services are provided to the area.

A sample order is provided on the following page. If your court decides to designate "safe" areas, the order will need to be modified to include appropriate language. A copy of Local Government Code §352.051, the portions of the Occupations Code that define and explain permitted and prohibited fireworks, and copies of the Federal regulations referenced in the state law are available online at county.org/fireworks. If you have any questions, please contact the Legal Department toll-free at (888) 275-8224.

STATE OF TEXAS §
COUNTY OF WALLER §

ORDER DECLINING TO PROHIBIT OR RESTRICT CERTAIN FIREWORKS IN UNINCORPORATED AREAS OF WALLER COUNTY, TEXAS

WHEREAS, the Texas A&M Forest Service has NOT determined that drought conditions exist in Waller County;

NOW, THEREFORE, the Commissioners Court of Waller County adopts this Order declining to prohibit or restrict the sale or use of restricted fireworks in the unincorporated areas of Waller County.

APPROVED this the 10th day of December 2025, by the Waller County Commissioners Court.

Carbett "Trey" J. Duhon
County Judge

Attest:
Debbie Hollan
County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS